

WORKING DOCUMENT
LOCAL AND PROVINCIAL MATTERS AGREEMENT

BETWEEN:

British Columbia Public School Employers' Association /
The Board of Education in School District No. 82 (Coast Mountains)

AND:

British Columbia Teachers' Federation/
Coast Mountain Teachers' Federation

AS IT APPLIES IN S.D. # 82 (COAST MOUNTAINS)

Effective July 1, 2022 to June 30, 2025

NOTE: This document attempts to set out all the current terms and conditions of employment contained in the Collective Agreement between B.C.T.F and B.C.P.S.E.A under the *Public Education Labour Relations Act*, as those terms and conditions are applicable to this School District. In the event of dispute, the original source documents would be applicable.

Acknowledgement of Traditional Territories

The employer and the union acknowledge that the Province of British Columbia is situated on the traditional territories of many First Nations, each with their own unique traditions and history. We commit to building respectful, productive, and meaningful relationships with First Nations, Métis, and Inuit groups.

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SECTION A – THE COLLECTIVE BARGAINING RELATIONSHIP

PREAMBLE (L)

1. The Board recognizes the valuable and vital role of professional teachers in the District. The Union recognizes the overall management role of the School Board in the District. Both parties agree:
 - a. that these roles are complementary and that every effort shall be made to communicate in a positive, productive, and cooperative manner;
 - b. that the Union has the responsibility to communicate with the Board on matters of mutual interest and concern;
 - c. that the Board has the responsibility to communicate with the Union and its members on matters of mutual interest and concern;
 - d. that both parties have a responsibility to the public to maintain and build confidence in the educational system;
 - e. to provide the highest possible quality of educational services to the pupils in the District;
 - f. to cooperate to ensure the efficient operation of educational programs.

ARTICLE A.1 TERM, CONTINUATION AND RENEGOTIATION (P)

In this Collective Agreement, "Previous Collective Agreement" means the Collective Agreement that was in effect between the two parties for the period July 1, 2019, to June 30, 2022, including any amendments agreed to by the parties during that period.

1. Except as otherwise specifically provided, this Collective Agreement is effective July 1, 2022, to June 30, 2025. The parties agree that not less than four (4) months preceding the expiry of this Collective Agreement, they will commence collective bargaining in good faith with the object of renewal or revision of this Collective Agreement and the concluding of a Collective Agreement for the subsequent period.
2. In the event that a new Collective Agreement is not in place by June 30, 2025, the terms of this Collective Agreement are deemed to remain in effect until the date on which a new Collective Agreement is concluded.
3. All terms and conditions of the Previous Collective Agreement are included in the Collective Agreement, except where a term or condition has been amended or modified in accordance with this Collective Agreement.
4.
 - a. If employees are added to the bargaining unit established under section 5 of the *Public Education Labour Relations Act* during the term of this Collective Agreement, the parties shall negotiate terms and conditions that apply to those employees.
 - b. If the parties are unable to agree on terms and conditions applicable to those employees, either party may refer the issues in dispute to a mutually acceptable arbitrator who shall have jurisdiction to impose terms and conditions.
 - c. If the parties are unable to agree on an arbitrator, either party may request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
5.
 - a. Changes in those local matters agreed to by a local and the employer will amend the Previous Collective Agreement provisions and form part of this Collective Agreement, subject to Article A.1.5.b below.
 - b. A local and the employer must agree to the manner and timing of implementation of a change in a local matter.
 - c.
 - i. This Collective Agreement continues previous agreements between the parties with respect to the designation of provincial and local matters (See Letter of Understanding No. 1).

- ii. The parties may agree to another designation which is consistent with the *Public Education Labour Relations Act*.

ARTICLE A.2 RECOGNITION OF THE UNION (P)

1. The BCPSEA recognizes the BCTF as the sole and exclusive bargaining agent for the negotiation and administration of all terms and conditions of employment of all employees within the bargaining unit for which the BCTF is established as the bargaining agent pursuant to *PELRA* and subject to the provisions of this Collective Agreement.
2. Pursuant to *PELRA*, the employer in each district recognizes the local in that district as the teachers' union for the negotiation in that district of all terms and conditions of employment determined to be local matters, and for the administration of this Collective Agreement in that district subject to *PELRA* and the Provincial Matters Agreement. [In SD No. 82 “Local” shall refer to the Coast Mountain Teachers’ Federation (CMTF). The Terrace District Teachers’ Union and the Kitimat District Teachers’ Association comprise the CMTF.]
3. The BCTF recognizes BCPSEA as the accredited bargaining agent for every school board in British Columbia. BCPSEA has the exclusive authority to bargain collectively for the school boards and to bind the school boards by Collective Agreement in accordance with Section 2 of Schedule 2 of *PELRA*.

ARTICLE A.3 MEMBERSHIP REQUIREMENT (P & L)

1. All employees covered by this Collective Agreement shall, as a condition of employment, become and remain members of the British Columbia Teachers’ Federation and the local(s) in the district(s) in which they are employed, subject to Article A.3.2.
2. Where provisions of the Previous Local Agreement or the Previous Letter of Understanding in a district exempted specified employees from the requirement of membership, those provisions shall continue unless and until there remain no exempted employees in that district. All terms and conditions of exemption contained in the Previous Local Agreement or the Previous Letter of Understanding shall continue to apply. An exempted employee whose employment is terminated for any reason and who is subsequently rehired, or who subsequently obtains membership, shall become and/or remain a member of the BCTF and the respective local in accordance with this Collective Agreement.

LOCAL PROVISIONS

3. The following provision shall apply for the term of the Agreement:
 - a. Work normally and regularly performed by members of the bargaining unit as part of normal and regular educational duties shall not be contracted out.

ARTICLE A.4 LOCAL AND BCTF DUES DEDUCTION (P & L)

1. The employer agrees to deduct from the salary of each employee covered by this Collective Agreement an amount equal to the fees of the BCTF according to the scale established pursuant to its constitution and by-laws, inclusive of the fees of the local in the district, according to the scale established pursuant to its constitution and by-laws, and shall remit the same to the BCTF and the local respectively. The employer further agrees to deduct levies of the BCTF or of the local established in accordance with their constitutions and by-laws, and remit the same to the appropriate body. [In SD No. 82 “Local” shall refer to the Coast Mountain Teachers’ Federation (CMTF). The Terrace District Teachers’ Union and the Kitimat District Teachers’ Association comprise the CMTF.]
2. At the time of hiring, the employer shall require all new employees to complete and sign the BCTF and Local application for membership and assignment of fees form. The BCTF agrees to supply the appropriate forms. Completed forms shall be forwarded to the local in a time and manner consistent with the Previous Local Agreement or the existing practice of the parties. [In SD No. 82, this shall not be later than two (2) weeks following the commencement of employment.]
3. The employer will remit the BCTF fees and levies by direct electronic transfer from the district office where that is in place, or through inter-bank electronic transfer. The transfer of funds to the BCTF will be remitted by the 15th of the month following the deduction.
4. The form and timing of the remittance of local fees and levies shall remain as they are at present unless they are changed by mutual agreement between the local and the employer.
5. The employer shall provide to the BCTF and the local at the time of remittance an account of the fees and levies, including a list of employees and amounts paid.

ARTICLE A.5 COMMITTEE MEMBERSHIP (P & L)

1. Local representatives on committees specifically established by this Collective Agreement shall be appointed by the local.

2. In addition, if the employer wishes to establish a committee which includes bargaining unit members, it shall notify the local about the mandate of the committee and the local shall appoint the representatives. The local will consider the mandate of the committee when appointing the representatives. If the employer wishes to discuss the appointment of a representative, the superintendent or designate, and the president or designate of the local may meet and discuss the matter.
3. Release time with pay shall be provided by the employer to any employee who is a representative on a committee referred to in Article A.5.1 and A.5.2 above, in order to attend meetings that occur during normal instructional hours. Teacher Teaching on Call (TTOC) costs shall be borne by the employer.
4. When a TTOC is appointed to a committee referred to in Article A.5.1 and A.5.2 above, and the committee meets during normal instructional hours, the TTOC shall be paid pursuant to the provisions in each district respecting TTOC Pay and Benefits. A TTOC attending a "half-day" meeting shall receive a half-day's pay. If the meeting extends past a "half-day," the TTOC shall receive a full-day's pay.

LOCAL PROVISIONS

5. **Planning New Schools (L)**
 - a. When planning committees are formed for school construction or renovation, they shall include teacher representatives elected by teachers from within the school(s) being replaced or renovated, or, in the case of new construction, teachers recommended by the Union. This does not preclude the planning committee from consulting with other teachers during the planning process.
6. **Reconfiguring Schools (L)**
 - a. When planning committees are formed for school reconfiguration, they shall include teacher representatives elected by teachers from within the school(s) being reconfigured. This does not preclude the planning committee from consulting with other teachers during the planning process.

ARTICLE A.6 GRIEVANCE PROCEDURE (P)

1. Preamble

The parties agree that this article constitutes the method and procedure for a final and conclusive settlement of any dispute (hereinafter referred to as "the grievance") respecting the interpretation, application, operation or alleged violation of this Collective Agreement, including a question as to whether a matter is arbitrable.

Steps in Grievance Procedure

2. Step One

- a. The local or an employee alleging a grievance ("the grievor") shall request a meeting with the employer official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. Where the grievor is not the local, the grievor shall be accompanied at this meeting by a representative appointed by the local.
- b. The grievance must be raised within thirty (30) working days of the alleged violation, or within thirty (30) working days of the party becoming reasonably aware of the alleged violation.

3. Step Two

- a. If the grievance is not resolved at Step One of the grievance procedure within ten (10) working days of the date of the request made for a meeting referred to in Article A.6.2.a the grievance may be referred to Step Two of the grievance procedure by letter, through the president or designate of the local to the superintendent or designate. The superintendent or designate shall forthwith meet with the president or designate of the local, and attempt to resolve the grievance.
- b. The grievance shall be presented in writing giving the general nature of the grievance.

4. Step Three

- a. If the grievance is not resolved within ten (10) working days of the referral to Step Two in Article A.6.3.a the local may, within a further ten (10) working days, by letter to the superintendent or official designated by the district, refer the grievance to Step Three of the grievance procedure. Two representatives of the local and two representatives of the employer shall meet within ten (10) working days and attempt to resolve the grievance.

If both parties agree and the language of the previous Local Agreement stipulates:

- i. the number of representatives of each party at Step Three shall be three; and/or
 - ii. at least one of the employer representatives shall be a trustee.
- b. If the grievance involves a Provincial Matters issue, in every case a copy of the letter shall be sent to BCPSEA and the BCTF.

5. **Omitting Steps**

- a. Nothing in this Collective Agreement shall prevent the parties from mutually agreeing to refer a grievance to a higher step in the grievance procedure.
- b. Grievances of general application may be referred by the local, BCTF, the employer or BCPSEA directly to Step Three of the grievance procedure.

6. **Referral to Arbitration: Local Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the local or the employer where applicable may refer a Local Matters Grievance, as defined in Appendix 2 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a Local Matters Grievance. The parties shall agree upon an arbitrator within ten (10) working days of such notice.

7. **Referral to Arbitration: Provincial Matters**

- a. If the grievance is not resolved at Step Three within ten (10) working days of the meeting referred to in Article A.6.4, the BCTF or BCPSEA where applicable may refer a Provincial Matters Grievance, as defined in Appendix 1 and Addenda, to arbitration within a further fifteen (15) working days.
- b. The referral to arbitration shall be in writing and should note that it is a Provincial Matters Grievance. The parties shall agree upon an arbitrator within ten (10) working days of such notice.
- c. Review Meeting:
 - i. Either the BCTF or BCPSEA may request in writing a meeting to review the issues in a Provincial Matters Grievance that has been referred to arbitration.
 - ii. Where the parties agree to hold such a meeting, it shall be held within ten (10) working days of the request, and prior to the commencement of the arbitration hearing. The scheduling of such a meeting shall not alter in any way the timelines set out in Article A.6.7.a and A.6.7.b of this article.
 - iii. Each party shall determine who shall attend the meeting on its behalf.

8. Arbitration (Conduct of)

- a. All grievances shall be heard by a single arbitrator unless the parties mutually agree to submit a grievance to a three-person arbitration board.
- b. The arbitrator shall determine the procedure in accordance with relevant legislation and shall give full opportunity to both parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within sixty (60) days of the conclusion of the hearing.
- c. All discussions and correspondence during the grievance procedure or arising from Article A.6.7.c shall be without prejudice and shall not be admissible at an arbitration hearing except for formal documents related to the grievance procedure, i.e., the grievance form, letters progressing the grievance, and grievance responses denying the grievance.
- d. Authority of the Arbitrator:
 - i. It is the intent of both parties to this Collective Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
 - ii. The arbitrator shall not have jurisdiction to alter or change the provisions of the Collective Agreement or to substitute new ones.
 - iii. The provisions of this article do not override the provisions of the *B.C. Labour Relations Code*.
- e. The decision of the arbitrator shall be final and binding.
- f. Each party shall pay one half of the fees and expenses of the arbitrator.

9. General

- a. After a grievance has been initiated, neither the employer's nor BCPSEA's representatives will enter into discussion or negotiations with respect to the grievance, with the grievor or any other member(s) of the bargaining unit without the consent of the local or the BCTF.
- b. The time limits in this grievance procedure may be altered by mutual written consent of the parties.

- c. If the local or the BCTF does not present a grievance to the next higher level, they shall not be deemed to have prejudiced their position on any future grievance.
- d. No employee shall suffer any form of discipline, discrimination or intimidation by the employer as a result of having filed a grievance or having taken part in any proceedings under this article.
- e.
 - i. Any employee whose attendance is required at any grievance meeting pursuant to this article, shall be released without loss of pay when such meeting is held during instructional hours. If a Teacher Teaching on Call (TTOC) is required, such costs shall be borne by the employer;
 - ii. Any employee whose attendance is required at an arbitration hearing shall be released without loss of pay when attendance is required during instructional hours; and
 - iii. Unless the previous Local Agreement specifically provides otherwise, the party that requires an employee to attend an arbitration hearing shall bear the costs for any TTOC that may be required.

ARTICLE A.7 EXPEDITED ARBITRATION (P)

1. Scope

By mutual agreement, the parties may refer a grievance to the following expedited arbitration process.

2. Process

- a. The grievance shall be referred to one of the following arbitrators:
 - i. Mark Brown
 - ii. Irene Holden
 - iii. Chris Sullivan
 - iv. Elaine Doyle
 - v. Judi Korbin
 - vi. John Hall
- b. The parties may agree to an alternate arbitrator in a specific case and may add to or delete from the list of arbitrators by mutual agreement.

- c. Within three (3) days of the referral, the arbitrator shall convene a case management call to determine the process for resolving the dispute. The case management process shall include a time frame for the exchange of particulars and documents, a timeframe for written submissions if directed by the arbitrator, an agreed statement of facts, or any other process considered by the arbitrator to be effective in ensuring an expeditious resolution to the dispute. The parties will endeavour to exchange information as stipulated in the case management process within seven (7) days.
- d. If an oral hearing is scheduled by the arbitrator it shall be held within fourteen (14) days of the referral to the arbitrator. The hearing shall be concluded within one (1) day.
- e. The written submissions shall not exceed ten (10) pages in length.
- f. As the process is intended to be informal and non-legal, neither party will be represented by outside legal counsel.
- g. The parties will use a limited number of authorities.
- h. The arbitrator will issue a decision within five (5) days of the conclusion of the arbitration or submission process.
- i. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution.
- j. All decisions of the arbitrator are final and binding and are to be limited in application to the particular grievance and are without prejudice. They shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- k. Neither party shall appeal or seek to review a decision of the arbitrator.
- l. The arbitrator retains jurisdiction with respect to any issues arising from their decision.
- m. Except as set out herein, the arbitrator under this process shall have the powers and jurisdiction of an arbitrator prescribed in the Labour Relations Code of British Columbia.
- n. The parties shall equally share the costs of the fees and expenses of the arbitrator.
- o. Representatives of BCPSEA and BCTF will meet yearly to review the expedited arbitration process.

ARTICLE A.8 LEAVE FOR PROVINCIAL CONTRACT NEGOTIATIONS (P)

1. The employer shall grant a leave of absence without pay to an employee designated by the BCTF for the purpose of preparing for, participating in or conducting negotiations as a member of the provincial bargaining team of the BCTF.
2. To facilitate the administration of this clause, when leave without pay is granted, the employer shall maintain salary and benefits for the employee and the BCTF shall reimburse the employer for the salary costs.
3. Any other leaves of absence granted for provincial bargaining activities shall be granted on the basis that the salary and benefits of the employees continue and the BCTF shall reimburse the employer for the salary costs of any teacher employed to replace a teacher granted leave.
4. Any leaves of absence granted for local bargaining activities shall be granted in accordance with the Previous Local Agreement.

ARTICLE A.9 LEGISLATIVE CHANGE (P)

1. In this article, “legislation” means any new or amended statute, regulation, Minister’s Order, or Order in Council which arises during the term of the Collective Agreement or subsequent bridging period.
2.
 - a. Should legislation render any part of the Collective Agreement null and void, or substantially alter the operation or effect of any of its provisions, the remainder of the provisions of the Collective Agreement shall remain in full force and effect.
 - b. In that event, the parties shall meet forthwith to negotiate in good faith modifications to the Collective Agreement which shall achieve, to the full extent legally possible, its original intent.
3. If, within thirty (30) days of either party's request for such meeting, the parties cannot agree on such modifications, or cannot agree that the Collective Agreement has been affected by legislation, either party may refer the matter(s) in dispute to arbitration pursuant to Article A.6 (Grievance Procedure).
4. The arbitrator's authority shall be limited to deciding whether this article applies and, if so, adding to, deleting from or otherwise amending, to the full extent legally possible, the article(s) directly affected by legislation.

ARTICLE A.10 LEAVE FOR REGULATORY BUSINESS AS PER THE TEACHERS ACT (P)

1. Upon written request to the Superintendent or designate from the Ministry of Education, an employee who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary or Professional Conduct Board shall be entitled to a leave of absence with pay and shall be deemed to be in the full employ of the board as defined in Article G.6.1.b.
2. Upon written request to the superintendent or designate from the Ministry of Education, a Teacher Teaching on Call (TTOC) who is appointed or elected to the BC Teachers' Council or appointed to the Disciplinary and Professional Conduct Board shall be considered on leave and shall be deemed to be in the full employ of the Board as defined in Article A.10.1 above. TTOCs shall be paid in accordance with the Collective Agreement.
3. Leave pursuant to Article A.10.1 and A.10.2 above shall not count toward any limits on the number of days and/or teachers on leave in the provisions in Article G.6.

ARTICLE A.20 STAFF REPRESENTATIVES (L)

1. Upon the request of a teacher, a staff representative shall be relieved of instructional duties without loss of pay to attend meetings between a teacher and an Administrative Officer.
2. A staff representative shall be relieved of instructional duties without loss of pay to participate in grievance proceedings and with reimbursement of the cost of a replacement to participate in arbitration procedures.
3. A staff representative shall have the right to convene meetings of Union members in the school to conduct Union business. These meetings shall be convened outside instructional hours.

ARTICLE A.21 SCHOOL STAFF COMMITTEES (P)

1. A school staff shall have the right to establish a Staff Committee in each school comprised of School Administrators and teachers. This committee should be established by September 30 of each school year.
2. The role of the Staff Committee is to provide an additional avenue of consultation between the staff and the administration.
3. School Staff Committees shall be responsible for their own procedures.

4. Staff Committees shall meet to discuss issues relating to the teaching staff of the school. Any member of the school's staff may bring forward an issue for discussion by the Staff Committee at any time.
5. The school administration shall consider all recommendations made by the School Staff Committee.
6. Should the school administration choose not to implement a recommendation of the Staff Committee, the Principal would so advise the Staff Committee of the reasons at the next meeting.
7. A decision by the school administration not to implement a recommendation of the Staff Committee is not subject to the grievance procedure and arbitration process contained in Article A.6 (GRIEVANCE PROCEDURE).

ARTICLE A.22 STAFF ROOM (L)

1. The employer shall provide a suitable staff room in each school for the use of members of the bargaining unit in cooperation with other employees.

ARTICLE A.23 STAFF ORIENTATIONS (L)

1. All employees new to the School District shall be offered an orientation provided jointly by the Board and the Union.
2. The Board shall acquaint new employees with the basic operation(s) of the School District and the school(s). The Union shall acquaint teachers with the rights and responsibilities of the Collective Agreement.
3. The time(s), date(s) and location(s) of the orientation(s) shall be as mutually agreed to by the Board and the Union.

ARTICLE A.24 COPY OF AGREEMENT (L)

1. The Board shall provide a printed copy of this Agreement:
 - a. to every employee covered by this Agreement within thirty (30) days of the conclusion of negotiations;
 - b. to all new teachers at the time of appointment or all new Teachers Teaching on Call (TTOCs) upon placement on the TTOC List;
 - c. to the Union as requested.

2. Upon request, an employee shall receive a read-only electronic version of this Agreement rather than a printed copy.
3. The Board shall provide to CMTF, an electronic version of the Collective Agreement.

ARTICLE A.25 MEETINGS WITH BOARD (L)

1. Meetings between all interested teachers and all available Board members shall be held five (5) times per school year (one in Stewart, one in Hazelton, one in Kitimat, and two in Terrace). Such meetings shall be held on mutually agreed dates at mutually acceptable times and places.

ARTICLE A.26 PICKET LINES (L)

1. All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined by the *Labour Relations Code*. Any employee failing to report for duty for this reason shall be considered to be absent without pay.
2. Failure to cross a picket line as described above shall not be grounds for disciplinary action.
3. Teachers shall not be required to carry out duties normally performed by employees engaged in a strike, or locked out.

ARTICLE A.27 INTERNAL MAIL (L)

1. The Union shall have access to the District mail service, employee mail boxes, and e-mail systems, for communication to Union members, subject to prevailing practices and procedures and without charge, providing the use does not result in increased costs to the Board in which case these costs shall be reimbursed by the Union.

ARTICLE A.28 USE OF SCHOOL FACILITIES (L)

1. **Use of School Facilities (L)**
 - a. The Union shall have the right to use School Board facilities and equipment for meetings and other Union activities in accordance with Board policy on the use of school facilities and subject to normal booking procedures.

2. Community Use of School Facilities (L)

- a. Prior to the approval of the use of regular classrooms or libraries by community groups, the affected teacher(s) shall be informed of the request for use;
- b. Where a teacher raises concerns regarding the security of student or other records, classroom supplies, textbooks, or other instructional materials, or prior failure to restore facilities to their original condition after use, these concerns shall be addressed prior to the use of the facility.

ARTICLE A.29 ACCESS TO WORKSITE (L)

1. Representatives of the Union, or, upon advance notification to the Principal or designate of the school concerned, representatives of the BCTF, shall have the right to transact business on school property, provided they do not interfere with the operation of the school or facility, and subject to normal school practices and procedures.
2. Teacher(s) shall normally have access to the school and their classrooms, outside of the scheduled four (4) week summer maintenance shutdown. The summer maintenance schedule will normally allow access to the school and classrooms for ten (10) days after the last administration day and for ten (10) days prior to school start up.

ARTICLE A.30 BULLETIN BOARDS (L)

1. The Union shall have the right to post notices of activities and matters of Union concern on bulletin boards. One bulletin board shall be provided by the Board in each staff room in each building used by members of the bargaining unit.

ARTICLE A.31 MEETINGS WITH BOARD OFFICIALS (L)

1. The Superintendent of Schools, a President, and one (1) representative from the Coast Mountain Teachers' Federation shall have a monthly meeting to discuss issues of mutual concern. The Superintendent may, at their discretion, be accompanied by one (1) member of district staff.
2. Board officials and Union officials will meet as necessary to discuss issues of mutual concern.

ARTICLE A.32 EXCLUSIONS FROM THE BARGAINING UNIT (P)

1. Any position that is currently included in the bargaining unit may not be excluded from the bargaining unit without the agreement of the parties.
2. The Board shall notify the Union of all new positions offered in the District and submit to the local Union offices a written job description of the new position(s).

ARTICLE A.33 ACCESS TO INFORMATION (P & L)

1. The Board, upon request by the Union, agrees to furnish to the Union or its designated representatives:
 - a. employee information including a list of employees, showing their names, addresses, phone numbers, salary schedule placement, seniority, and staff assignment and membership by local;
 - b. notifications of job postings, transfers, hiring, resignations, retirements, employee deaths, leave of absence requests, transfer requests, discharges and suspensions as they occur.
2. The Board will furnish to the Union or its designated representatives:
 - a. letters of appointment and Active Membership Application Forms in a timely manner;
 - b. a monthly community by community Teacher Teaching on Call (TTOC) list;
 - c. a list of people teaching on a Letter of Permission;
 - d. agendas and minutes of all public Board Meetings and all attachments thereto at the time of distribution to the Board and all changes and additions to School District policies as they occur;
 - e. lists of special needs, ESL, and ESD students, three times annually, in the format currently agreed to by the Local and the Board;
 - f. other public information that may be required for contract administration or processing of grievances;
 - g. and other information as provided elsewhere in this Agreement.

3. The Board agrees to forward copies of letters of appointment, and copies of notifications to unsuccessful candidates to the Union at the time they are sent to the employees concerned. Such notification may be provided via email.

ARTICLE A.34 TEACHER ASSISTANTS AND VOLUNTEERS (L)

1. Teacher Assistants and Special Services Assistants

- a. All Teacher Assistants hired to assist teachers in carrying out their responsibilities and duties and Special Services Assistants shall be under the supervision of an Administrative Officer and the day to day direction of the teacher.
- b. Subject to Regulation 4, the responsibility for the provision of teaching and other educational services to student(s) remains with the teacher (except as provided for in Section 26(2) of the *School Act*) who may be assisted in that purpose by a Teacher Assistant or a Special Services Assistant.
- c. Neither Teacher Assistants nor Special Services Assistants shall assume whole class instructional responsibilities when the teacher is absent from the classroom, but may continue small group instructional assistance as specified by the teacher.
- d. Except as provided in the CUPE Collective Agreement, and except in emergency situations, Teacher Assistants and Special Services Assistants shall not be reassigned without consultation with all teachers who may be directly affected.

2. Volunteers

- a. Volunteers shall only be allowed in a classroom with the consent of the classroom teacher.
- b. Volunteers who assist teachers in classrooms shall be under the supervision of an Administrative Officer and the day to day direction of the teacher.
- c. Volunteers shall be instructed in the necessity of maintaining the confidentiality of information obtained during their activities.
- d. The Board's policy 1070 (Concerns by Parents/Guardians) shall apply to volunteers.

3. The parties agree that this agreement may be changed only by mutual consent.

SECTION B – SALARY AND ECONOMIC BENEFITS

ARTICLE B.1 SALARY (P)

1. The local salary grids are amended to reflect the following general wage increases:
 - a. Effective July 1, 2022
 - i. \$427 to each step of the salary grid; and
 - ii. 3.24%
 - b. Effective July 1, 2023
 - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2022 (Cost of Living Adjustment) to a minimum of 5.5% and a maximum of 6.75%, calculated as per B.1.9
 - c. Effective July 1, 2024
 - i. by the annualized average of BC Consumer Price Index (CPI) over twelve months starting on March 1, 2023 (Cost of Living Adjustment) to a minimum of 2.0% and a maximum of 3.0%, calculated as per B.1.9
2. Where collective bargaining is concluded after June 30, 2022, retroactivity of general wage increases will be applied as follows:
 - a. Teachers employed on the date of ratification and who were employed on July 1, 2022 shall receive retroactive payment of wages to July 1, 2022.
 - b. Teachers hired after July 1, 2022 and who were employed on the date of ratification, shall have their retroactive pay pro-rated from their date of hire to the date of ratification.
 - c. Teachers who retired between July 1, 2022 and the date of ratification, shall have their retroactive pay pro-rated from July 1, 2022 to their date of retirement.
3. The following allowances shall be adjusted in accordance with the percentage increases in B.1.1 above:
 - a. Department Head
 - b. Positions of Special Responsibility
 - c. First Aid
 - d. One-Room School
 - e. Isolation and Related Allowances
 - f. Moving/Relocation

- g. Recruitment & Retention
- h. Mileage/Auto not to exceed the CRA maximum rate

[Note: see also Article B.2.4]

4. The following allowances shall not be adjusted by the percentage increases in B.1.1 above:
 - a. Per Diems
 - b. Housing
 - c. Pro D (unless formula-linked to the grid)
 - d. Clothing
 - e. Classroom Supplies
5. Effective July 1, 2022, each local salary grid shall be restructured to eliminate the first step of each grid.
6. Effective July 1, 2023, the local salary grids are amended to provide a 0.3% increase to the top step of the salary grid.
7. Effective July 1, 2024, the local salary grids are amended to provide a 0.11% increase to the top step of the salary grid.
8. Teachers Teaching on Call (TTOCs) on the first step of the salary grid, who accept a contract will be paid at the second step of the salary grid for the term of the contract. Temporary/term contract and continuing employees will be placed on the second step of the grid or at a higher step in accordance with the local placement on the scale provisions.
9. **2023 and 2024 Cost of Living Adjustments (COLA)**
The provincial parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in B.1.1 means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12 months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

LOCAL PROVISIONS

- 10. The following allowances shall be adjusted in accordance with the increases in Article B.1.1 above:
 - a. Middle School Team Leader
- 11. The annual salary of each teacher to whom this Agreement applies shall be determined in accordance with Article B.1.12. Any allowances to which a teacher is entitled shall be paid in addition to the annual salary, in accordance with Article B.9 (PAY PERIODS).
- 12. **SALARY GRID Effective July 1, 2022**

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 54,448	\$ 59,259	\$ 63,202	\$ 64,590
2	\$ 57,076	\$ 62,488	\$ 66,663	\$ 68,130
3	\$ 59,703	\$ 65,719	\$ 70,123	\$ 71,669
4	\$ 62,329	\$ 68,949	\$ 73,581	\$ 75,209
5	\$ 64,957	\$ 72,180	\$ 77,041	\$ 78,750
6	\$ 67,583	\$ 75,409	\$ 80,501	\$ 82,292
7	\$ 70,211	\$ 78,640	\$ 83,962	\$ 85,832
8	\$ 72,838	\$ 81,869	\$ 87,422	\$ 89,371
9	\$ 75,463	\$ 85,101	\$ 90,881	\$ 92,912
10	\$ 81,205	\$ 91,855	\$ 98,107	\$ 100,302

Max step for teachers on "Grandfathered Kitimat" Grid

Step	Cat 4	Cat 5	Cat 5+	Cat 6
9	\$ 81,219	\$ 92,410	\$ 98,661	\$ 101,326

July 1, 2023

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 58,123	\$ 63,259	\$ 67,469	\$ 68,950
2	\$ 60,929	\$ 66,706	\$ 71,163	\$ 72,729
3	\$ 63,733	\$ 70,156	\$ 74,856	\$ 76,507
4	\$ 66,536	\$ 73,603	\$ 78,548	\$ 80,286
5	\$ 69,341	\$ 77,052	\$ 82,241	\$ 84,066
6	\$ 72,145	\$ 80,499	\$ 85,935	\$ 87,846
7	\$ 74,951	\$ 83,948	\$ 89,629	\$ 91,625
8	\$ 77,754	\$ 87,395	\$ 93,323	\$ 95,403
9	\$ 80,557	\$ 90,845	\$ 97,016	\$ 99,183
10	\$ 86,930	\$ 98,330	\$ 105,023	\$ 107,373

Max step for teachers on "Grandfathered Kitimat" Grid

Step	Cat 4	Cat 5	Cat 5+	Cat 6
9	\$ 86,945	\$ 98,925	\$ 105,617	\$ 108,469

July 1, 2024

Step	Cat 4	Cat 5	Cat 5+	Cat 6
0				
1	\$ 59,867	\$ 65,156	\$ 69,493	\$ 71,018
2	\$ 62,757	\$ 68,707	\$ 73,298	\$ 74,911
3	\$ 65,645	\$ 72,260	\$ 77,102	\$ 78,802
4	\$ 68,532	\$ 75,811	\$ 80,904	\$ 82,695
5	\$ 71,421	\$ 79,364	\$ 84,708	\$ 86,588
6	\$ 74,309	\$ 82,914	\$ 88,513	\$ 90,482
7	\$ 77,199	\$ 86,467	\$ 92,318	\$ 94,374
8	\$ 80,087	\$ 90,017	\$ 96,122	\$ 98,265
9	\$ 82,974	\$ 93,570	\$ 99,926	\$ 102,159
10	\$ 89,634	\$ 101,389	\$ 108,290	\$ 110,712

Max step for teachers on "Grandfathered Kitimat" Grid

Step	Cat 4	Cat 5	Cat 5+	Cat 6
9	\$ 89,649	\$ 102,002	\$ 108,902	\$ 111,843

13. Kitimat Uncertified per day [no valid teaching certificate]
- | | |
|------------------------|----------|
| Effective July 1, 2022 | \$177.62 |
| Effective July 1, 2023 | \$189.61 |
| Effective July 1, 2024 | \$195.30 |
14. Kitimat Uncertified (2) [degree from recognized university or have held a teaching certificate from any province in Canada]
- | | |
|------------------------|----------|
| Effective July 1, 2022 | \$190.81 |
| Effective July 1, 2023 | \$203.69 |
| Effective July 1, 2024 | \$209.80 |

ARTICLE B.2 TTOC PAY AND BENEFITS (P)

1. The employer will ensure compliance with vacation provisions under the *Employment Standards Act* in respect of the payment of vacation pay.
2. For the purposes of Employment Insurance, the employer shall report for a Teacher Teaching on Call (TTOC), the same number of hours worked as would be reported for a day worked by a teacher on a continuing contract.
3. A TTOC shall be entitled to the mileage/kilometre allowance, rate or other payment for transportation costs, as defined by the Collective Agreement, for which the employee they are replacing is entitled to claim.
4. TTOCs shall be eligible, subject to plan limitations, to participate in the benefit plans in the Collective Agreement, provided that they pay the full cost of benefit premiums.
5. TTOCs shall be paid an additional compensation of \$11 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$5.50. Any and all provisions in the Previous Collective Agreement that provided additional or superior provisions in respect of payment in lieu of benefits shall remain part of the Collective Agreement.
6. Rate of Pay:
An Employee who is employed as a TTOC shall be paid 1/189 of their category classification and experience, to a maximum of the rate at Category 5 Step 8, for each full day worked.

LOCAL PROVISIONS

7. Call-Out:

- a. A TTOC called to a school for a full day and who reports for duty and is not utilized or is utilized for only a portion of that day shall be paid a full day's wage.
- b. A TTOC called to a school for a half-day and who reports for duty and is not utilized or is utilized for only a portion of the half-day shall be paid for a half-day.
- c. No assignment shall be for less than one half of a day.

[Note: For further details on TTOC Call-Out refer to the Yorke/Saunders Agreement and TTOC Call-Out Letter of Understanding]

8. Pay Periods

- a. The Board shall, at least semi-monthly and no later than eight (8) days after each pay period, pay to each TTOC all wages earned for the pay period.

ARTICLE B.3 SALARY DETERMINATION FOR EMPLOYEES IN ADULT EDUCATION (P)

Article B.3 is not applicable in School District No. 82 (Coast Mountains)

ARTICLE B.4 EI REBATE (P)

1. The employer shall remit monthly to the BCTF Salary Indemnity Fund the proportionate share of the employment insurance premium reduction set out in the Previous Local Agreement. Where the proportionate share is not expressed in the Previous Local Agreement, the employer shall remit monthly to the BCTF Salary Indemnity Fund an amount consistent with the past practice of the local parties. The amount remitted on behalf of any employee shall not be less than 5/12 of said reduction.
2. The employer shall calculate each employee's share of the savings which have been remitted pursuant to Article B.4.1 above and include that amount as part of the employee's taxable income on the yearly T4 slip.

ARTICLE B.5 REGISTERED RETIREMENT SAVINGS PLAN (P)

1. In this Article:
 - a. “the BCTF Plan” means the Group RRSP entered into by the Federation and Royal Trust or a successor to that plan;
 - b. “alternative plan” means a group RRSP, including the BCTF Plan, which was entered into prior to the coming into force of this Article, and which is still in effect as of that date.
2. Where an alternative plan exists in a district pursuant to Article B.5.1.b that plan shall remain in effect.
3. The BCTF Plan shall be made available in all districts not included in Article B.5.2.
4. The employer shall deduct from the monthly salary of employees, as at the end of the month following enrollment, contributions in a fixed dollar amount specified by the employee on behalf of any employee who elects to participate in the BCTF Plan. The employer shall remit these amounts to the designated trustee no later than the 15th of the month following the month in which the deduction is made.
5. The employer shall make available, to present employees on request and to new employees at the time of hire, enrollment forms and other forms required for participation in the BCTF Plan. Completed forms shall be processed and forwarded to the designated trustee by the employer.
6. If in any month, an employee is not in receipt of sufficient net pay to cover the monthly payroll deduction amount for any reason, the contribution to the BCTF Plan for that employee shall not be made for that month. If the employee wishes to make up any missed contribution(s), the employee shall make arrangements for same directly with the designated trustee.
7. Employees shall have the opportunity to enroll or re-enroll in the BCTF Plan as follows:
 - a. between September 1 and September 30 or December 15 and January 15 in any school year;
 - b. no later than sixty (60) days following the commencement of employment.
8. An employee may withdraw from participation in the BCTF Plan where they have provided thirty (30) days’ written notice to the employer.
9. There shall be no minimum monthly or yearly contribution required of any employee who participates in the BCTF Plan.

10. Participating employees may vary the amount of their individual contributions to the BCTF Plan on either or both of October 31 and January 31 in any school year, provided that written notice of such change has been provided to the employer no later than September 30 for changes to be effective October 31, and December 31 for changes to be effective January 31.
11. The BCTF Plan established in a district pursuant to Article B.5.3 shall be made available to employees on a continuing contract of employment and employees on term or temporary contracts of employment as defined in the Previous Local Agreement.

ARTICLE B.6 SALARY INDEMNITY PLAN ALLOWANCE (P)

1. The employer shall pay monthly to each employee eligible to participate in the BCTF Salary Indemnity Plan an allowance equal to 2.0% of salary earned in that month to assist in offsetting a portion of the costs of the BCTF Salary Indemnity Plan.
2. In paying this allowance, it is understood that the employer takes no responsibility or liability with respect to the BCTF Salary Indemnity Plan.
3. The BCTF agrees not to alter eligibility criteria under the Plan to include groups of employees not included as of July 1, 2006.

ARTICLE B.7 REIMBURSEMENT FOR PERSONAL PROPERTY LOSS (P)

1. Private Vehicle Damage

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

2. Personally Owned Professional Material

The employer shall reimburse an employee to a maximum of \$150 for loss, damage or personal insurance deductible to personally owned professional material brought to the employee's workplace to assist in the execution of the employee's duties, provided that:

- a. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- b. The claim for loss or damage exceeds ten (10) dollars;

- c. If applicable, a copy of the claim approval from their insurance carrier shall be provided to the employer;
- d. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement

ARTICLE B.8 OPTIONAL TWELVE-MONTH PAY PLAN (P)

1. Where the Previous Collective Agreement does not contain a provision that allows an employee the option of receiving partial payment of annual salary in July and August, the following shall become and remain part of the Collective Agreement.
2. A continuing employee, or an employee hired to a temporary contract of employment no later than September 30 that extends to June 30, may elect to participate in an Optional Twelve-Month Pay Plan (the Plan) administered by the employer.
3. An employee electing to participate in the Plan in the subsequent year must inform the employer, in writing, on or before June 15. An employee hired after that date must inform the employer of their intention to participate in the Plan by September 30th. It is understood, that an employee appointed after June 15 in the previous school year and up to September 30 of the subsequent school year, who elects to participate in the Plan, will have deductions from net monthly pay, in the same amount as other employees enrolled in the Plan, pursuant to Article B.8.5.
4. An employee electing to withdraw from the Plan must inform the employer, in writing, on or before June 15 of the preceding year.
5. Employees electing to participate in the Plan shall receive their annual salary over 10 (ten) months; September to June. The employer shall deduct, from the net monthly pay, in each twice-monthly pay period, an amount agreed to by the local and the employer. This amount will be paid into the Plan by the employer.
6. Interest to March 31 is calculated on the Plan and added to the individual employee's accumulation in the Plan.
7. An employee's accumulation in the Plan including their interest accumulation to March 31st shall be paid in equal installments on July 15 and August 15.
8. Interest earned by the Plan in the months of April through August shall be retained by the employer.
9. The employer shall inform employees of the Plan at the time of hire.

10. Nothing in this Article shall be taken to mean that an employee has any obligation to perform work beyond the regular school year.

ARTICLE B.9 PAY PERIODS (P)

Articles B.9.1 through B.9.3 are not applicable in School District No. 82 (Coast Mountains)

LOCAL PROVISIONS

4. Pay Periods (P)

- a. Teachers shall be paid in ten (10) equal monthly installments with a mid-month advance of forty-five percent (45%) of net salary. Payment shall be by electronic deposit, except that teachers employed prior to July 1, 1990 shall be eligible to elect payment by cheque, providing they give written indication to the Secretary Treasurer of this preference. Teachers who have agreed to electronic deposit shall continue to be paid in this manner.
 - i. The mid-month advance will be paid on the 15th of the month or the banking day prior, except where such mid-month advance would occur in the same week as a month-end payment, in which case the full monthly salary may be paid in one installment.
 - ii. The month-end payment will be made on the teaching day in the month which is closest to the last Friday in the month.

ARTICLE B.10 REIMBURSEMENT FOR MILEAGE AND INSURANCE (P)

1. An employee who is required by their employer to use their private vehicle for school district related purposes shall receive reimbursement of:

Effective July 1, 2022	\$0.60/kilometre
Effective July 1, 2023	\$0.64/kilometre
Effective July 1, 2024	\$0.66/kilometre

2. The mileage reimbursement rate established in Article B.10.1 shall be increased by \$0.05/kilometre for travel that is approved and required on unpaved roads.

3. The employer shall reimburse an employee who is required to use their personal vehicle for school district purposes, the difference in premium costs between ICBC rate Class 002 (Pleasure to/from Work) and ICBC rate Class 007 (Business Class) where the employee is required to purchase additional insurance in order to comply with ICBC regulations respecting the use of one's personal vehicle for business purposes.

Article B.10.4 is not applicable in School District No. 82 (Coast Mountains)

Note: Any and all superior or additional provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

LOCAL PROVISIONS

5. Travel Expense (P)

- a. Travel expenses will be paid according to Board Policy #3015 Reimbursement of Expenses, subject to periodic review of rates.

ARTICLE B.11 BENEFITS (P)

1. The employer will provide the Provincial Extended Health Benefit Plan as set out in Appendix A to Letter of Understanding No. 9.
2. The employer shall provide the local with a copy of the group benefits contract in effect for the Provincial Extended Health Benefit Plan and shall provide the local with a copy of the financial/actuarial statements made available to the employer from the benefit provider.
3. Teachers Teaching on Call (TTOCs) shall have access to the Provincial Extended Health Benefit Plan. TTOCs accessing the Plan shall pay 100 percent (100%) of the premium costs.
4. The Provincial Extended Health Benefit Plan shall allow for dual coverage and the co-ordination of benefits.

Note: this language applies only where the local union has voted to adopt the Provincial Extended Health Benefit Plan.

LOCAL PROVISIONS

5. The Board shall provide reasonable assistance to eligible employees in obtaining required benefits from the various benefit plans.

6. **Medical Insurance (P)**
 - a. Teachers not otherwise covered by a basic medical services plan shall become members of the Medical Services Plan of British Columbia, on appointment. The cost of such membership shall be borne twenty-five percent (25%) by the teacher concerned and seventy-five percent (75%) by the Board.
7. **Extended Health (P)**
 - a. All teachers shall belong to the Provincial Extended Health Benefits Plan. The cost of such membership shall be borne one hundred percent (100%) by the Board.
8. **Extended Health, Medical Referral Travel (P)**
 - a. The cost of membership in Medical Referral Travel Plan shall be borne fifty percent (50%) by the Board and fifty percent (50%) by the teacher employee.
9. **Extended Health – Vision Care (P)**
 - a. The cost of membership in Extended Health, Vision Care shall be borne fifty percent (50%) by the Board and fifty percent (50%) by the teacher employee.
10. **Life Insurance (P)**
 - a. Teachers who are eligible shall become members of the BCTF/BCSTA Group Life Insurance Plan. The costs of such membership shall be borne one hundred percent (100%) by the Board.
11. **Dental Insurance (P)**
 - a. All teachers, unless otherwise covered by another plan, shall upon appointment to the District become members of the dental plan, the cost of such membership shall be borne one hundred percent (100%) by the Board. The coverage presently provided by the dental plan shall not be changed during the term of this Agreement without the agreement of the Union.
12. **Disability Insurance (P)**
 - a. On receipt of a signed authorization of the teacher, the Board will deduct the premiums and remit them to the BCTF for the BCTF Salary Indemnity Plan.

13. **Optional Term Life Insurance (P)**

- a. On receipt of a signed authorization of the teacher the Board shall deduct and remit the premiums for the BCTF Voluntary Group Insurance Plan for those teachers participating in the plan.

14. **Health and Welfare Benefits (P)**

- a. The Board and the Union agree that there will be no change in benefits insurance carriers without mutual consent.

15. **Optimizing Teacher Premium Contributions (P)**

- a. The above premium sharing ratios notwithstanding, payment of benefit premiums may, to the extent permitted by Canada Revenue Agency, be applied to optimize taxation advantages under the following terms:
 - i. the equivalent dollar value of the Board's share of premiums shall be applied firstly to those premiums which do not result in additional taxable income to the employee for the purposes of reporting benefits on T4 forms.

16. **Employee Assistance Plan (P)**

- a. The Board and the Union each agree to pay fifty percent (50%) of the cost of a mutually agreed upon employee assistance plan.

17. **Audio Care (P)**

- a. The Board agrees to provide audio care to Union members and their families under Provincial Extended Health Care, Article B.11.7 with the cost of the additional coverage to be borne fifty percent (50%) by the Board and fifty percent (50%) by the teacher employee.

ARTICLE B.12 CATEGORY 5+ (P)

1. Eligibility for Category 5+

- a. An employee with a Teacher Qualification Service (TQS) Category 5 and an additional 30 semester credits, or equivalent, as accepted by TQS;
 - i. Credits must be equivalent to standards in British Columbia's public universities in the opinion of the TQS.
 - ii. Credits must be in no more than two (2) areas of study relevant to the British Columbia public school system.

- iii. At least 24 semester credits of the total requirement of 30 semester credits, or equivalent, must be completed at the senior level.
 - b. Post undergraduate diplomas agreed to by the TQS; or
 - c. Other courses or training recognized by the TQS.
- 2. Criteria for Category 5+
- a. The eligibility requirements pursuant to Article B.12.1 must not have been used to obtain Category 5.
- 3. Salary Rate Calculation
- a. Category 5+ shall be seventy-four percent (74%) of the difference between Category 5 and Category 6 except where a superior salary rate calculation remained as at March 31, 2006 and/or during the term of the 2006-2011 Provincial Collective Agreement.
- 4. Application for Category 5+
- a. BCPSEA and the BCTF agree that the TQS shall be responsible for the evaluation of eligibility and criteria for Category 5+ pursuant to Article B.12.1 and Article B.12.2 and the assignment of employees to Category 5+.
 - b. BCPSEA and the BCTF agree that disputes with respect to the decisions of TQS made pursuant to Article B.12.1 and Article B.12.2 shall be adjudicated through the TQS Reviews and Appeals processes and are not grievable.

ARTICLE B.13 BOARD PAYMENT OF SPEECH LANGUAGE PATHOLOGISTS' AND SCHOOL PSYCHOLOGISTS' PROFESSIONAL FEES (P)

- 1. Each Board of Education shall pay, upon proof of receipt, fees required for annual Professional Certification required to be held for employment by School Psychologists and Speech Language Pathologists.

ARTICLE B.14 EXPERIENCE RECOGNITION (P)

- 1. Effective July 1, 2022 employees who have worked as a teacher (or in a BCTF bargaining unit equivalent position) in British Columbia while employed by:
 - a. a First Nation, as defined in section 1 of the *School Act*, that is operating a school;

- b. a Community Education Authority, as established by one or more participating First Nations under the *First Nations Jurisdiction over Education in British Columbia Act* (Canada), that is operating a school; or
- c. a treaty First Nation that is operating a school under the treaty First Nation's laws;

shall receive credit for their work experience for the purposes of placement on the salary scale.

LOCAL PROVISIONS

- 2. All teaching experience in government inspected schools in Canada, the U.S.A., and the Commonwealth shall be recognized and credited for placement on the salary schedule.
- 3. All teaching experience in government inspected schools from outside Canada, the U.S.A., and the Commonwealth shall be given credit for between fifty percent (50%) to one hundred percent (100%) of their teaching experience in accordance with the evaluation by the Superintendent of such experience relative to the experience referred to in Article B.14.2.
- 4. Definition of Experience
 - a. Ten (10) months in full-time employment or its equivalent, as defined in Articles B.14.4.a.i and B.14.4.a.ii, shall constitute one year's experience for increment purposes:
 - i. periods of part-time teaching and temporary appointments may be added together for accumulation of years of experience credit;
 - ii. teachers appointed to part-time positions shall earn the percentage of an increment equal to the percentage of time worked. If, however, a teacher's time is increased to full-time, then experience credit is prorated on a full-time equivalency basis.
 - b. Teaching service or appropriate educational administrative service, as specified above, in provincial government schools or similar provincial institutions shall be credited, where the service is deemed equivalent by the Superintendent of Schools to that of employment in the public school system. Similarly, teaching service or appropriate educational administrative service as a member of the staff of the provincial Ministry of Education, shall carry experience credit.
 - c. Service as a member of a Faculty of Education recognized by the Ministry of Education for certification purposes, shall carry experience credit.

- d. Absence due to a secondment to the Teacher Regulation Branch.
 - e. Absence while on paid sick leave, maternity leave, and/or parenthood leave shall carry full experience credit.
 - f. Increments shall be granted to teachers on approved educational leave, provided that in the opinion of the Superintendent successful achievement of the study goal was reached.
 - g. Full-time service to the local Union or the British Columbia Teachers' Federation shall carry full experience credit. Part-time service shall be credited as for part-time teaching.
5. In the event that a teacher wishes to appeal placement on the salary scale for experience, the teacher may apply in writing to the Superintendent or designate. In the event a teacher wishes to appeal further, the grievance procedure will apply.

ARTICLE B.20 PLACEMENT ON SALARY SCHEDULE (P)

- 1. Except as otherwise provided in this Agreement, the placement of a teacher upon the Schedule shall be in accordance with the teacher's category as most recently assigned by the British Columbia Teacher Qualification Service (BC TQS) and experience as determined under Article B.14 (EXPERIENCE RECOGNITION) of this Agreement.
- 2. Verification of category and experience is the responsibility of the teacher. Teachers new to the District shall apply for verification within sixty (60) days of commencement of employment.
- 3. The Board shall notify the teacher, in writing, of the category and experience placement that has been assigned.
- 4. In the event that the decision of the BC TQS is to not grant the teacher placement as claimed, any overpayment shall be deducted in equal parts from the balance of the salary for the school year. Any underpayment shall be paid in the next pay period.
- 5. Persons holding Letters of Permission (LOP) whose years of preparation include years of university training shall be placed one category below that which would apply if their total years of training had included one year of teacher preparation.
- 6. Persons holding Letters of Permission (LOP) whose years of preparation do not include years of university training shall be placed in a salary category which will provide a salary appropriate to their teaching function, as determined by the Superintendent or designate, except that in no case shall the salary be below Category 4. Any dispute on placement is grievable and the grievance shall

commence at Step 2 of the grievance procedure Article A.6 (GRIEVANCE PROCEDURE).

7. Reclassification of a teacher in consequence of additional training and reclassification by the BC TQS, and resultant salary increase, shall take effect from the date of application for reclassification, subject to Article B.20.4.
8. When a teacher completes satisfactorily a program resulting in a change in certification and/or salary category, it shall be the responsibility of the teacher to obtain a revised certificate from the Teacher Regulation Branch and salary category from the BC TQS.

ARTICLE B.21 INCREMENT DATES (P)

1. Provided that a teacher has not received two less than satisfactory evaluations pursuant to Article C.22 (TEACHER PERFORMANCE APPRAISALS), or is on probationary appointment, an increment shall be effective the first of the month following the month in which applicable experience accumulation is achieved.
2. In any case where an increment is to be withheld pursuant to B.21.1, the Board shall give the teacher concerned written notification at least two (2) school months before the next increment date.
3. If a subsequent teaching report indicates satisfactory performance where an increment has been withheld pursuant to Article B.21.1, the increment shall be restored forthwith.

[Note: Teachers Teaching on Call (TTOCs) refer to Article C.4 (TTOC EMPLOYMENT)]

ARTICLE B.22 PART-TIME TEACHERS' PAY AND BENEFITS (P)

1. **Salary**
 - a. Part-time teachers shall be paid that portion of their regular scale placement that relates to the portion of an instructional week worked.
 - b. The length of the instructional week for a part-time teacher shall include unassigned time in equal proportion to the average unassigned time of full-time teachers in the same school based on the ratio of the assigned time of the particular part-time teacher to the average assigned time for a full-time teacher in the same school.

2. **Benefits**

- a. Part-time teachers shall be eligible to participate in all benefit plans on the same basis as full-time teachers.
- b. As provided for in the *Public Sector Pensions Plan Act* (1999) and *Joint Trust Agreement* (2001), teachers who move from full-time employment to a part-time assignment shall be considered to be on leave from the balance of the full-time assignment solely for the purpose of purchasing pensionable service to provide for a full year of pension credit. The teacher shall make all additional teacher and Board contributions to the pension fund in accordance with that Act and Agreement.

3. **Sick Leave**

- a. The part-time teacher shall accumulate and be eligible to use sick leave in the same proportion as that determined for payment of salary.

ARTICLE B.23 PART-DAY PAYMENT AND DEDUCTION (P)

1. A teacher who works for a portion of the school day shall be paid the percentage of their per diem entitlement that corresponds to the percentage of the school day worked.
2. Notwithstanding the above, Article B.2.7 (TTOC PAY AND BENEFITS - Call-Out) shall apply.

ARTICLE B.24 PART-MONTH PAYMENT AND DEDUCTION (P)

1. The rate of deduction for a day without pay shall be defined as 1/195 of the current annual salary.
2. A teacher shall be paid 1/10 of current annual salary in respect of each month in which the teacher works all school days that month. For the purposes of this clause, a day on which the teacher is on authorized leave of absence shall be deemed to be a day of work and deductions, if any, which are authorized by this Agreement or statute in respect of such leave of absence, shall be made from the monthly payment.
3. In the event that a teacher commences work on a day other than the first school day in that month, or terminates on a day other than the last school day in that month, the teacher shall be deducted 1/195 of their annual salary for each day in session not worked.

ARTICLE B.25 DEATH BENEFITS (P)

1. In the event of the death of a teacher, who at the time of death has been employed by the Board continuously for six (6) months, the Board shall pay one (1) month of salary to the designated beneficiary of the deceased. This payment shall be in addition to any other monies owed.
2. The Board shall continue to provide the medical, extended health, and dental benefits of the dependents of the deceased teacher for a period of six (6) months after the death of the teacher.
3. The Board shall also pay to the estate of employees with a minimum of ten (10) years service to the Board the following amounts in addition to those specified in Article B.25.1 (above):
 - a. two (2) months salary after ten (10) years service;
 - b. three (3) months salary after twenty (20) years service.
4. The Board and the beneficiary may agree to a schedule of payments under this Article, which does not exceed, in time, the benefit provided under Article B.25.3.

ARTICLE B.26 ALLOWANCES (P)

1. **Isolation Allowance (P)**
 - a. The Board shall pay an annual isolation allowance in addition to the annual salary to teachers assigned to teaching positions in the following areas, in accordance with the table below:

Date	Stewart Area	Kitwanga Area	Hazelton Area
Effective July 1, 2022	\$4,136	\$1,309	\$1,104
Effective July 1, 2023	\$4,415	\$1,397	\$1,178
Effective July 1, 2024	\$4,547	\$1,439	\$1,213

- b. The allowance shall be payable in equal installments in accordance with Article B.9 (PAY PERIODS).

2. **Department Heads, Middle School Team Leaders & Positions of Special Responsibility Allowances (P)**

- a. Department Heads, Middle School Team Leaders, and other teachers assigned to Positions of Special Responsibility shall be paid in accordance with Article B.9 (PAY PERIODS), per annum allowances as shown in the table below:

Date	Dept Head I	Dept Head II	Middle School Team Leader
Effective July 1, 2022	\$895	\$1,792	\$2,041
Effective July 1, 2023	\$956	\$1,913	\$2,179
Effective July 1, 2024	\$984	\$1,971	\$2,244

Date	Coordinator	Itinerant Elementary Counsellor	Primary Literacy Helping Teacher
Effective July 1, 2022	\$3,101	\$3,101	\$2,448
Effective July 1, 2023	\$3,311	\$3,311	\$2,613
Effective July 1, 2024	\$3,410	\$3,410	\$2,691

- b. Middle School Team Leaders will be provided with two release days each year for Middle School Team Leader duties.

3. **First Aid (P)**

- a. The Board shall pay a per annum allowance to a teacher holding a valid Occupational First Aid Certificate and acting as First Aid attendant in a school as required by WCB Regulations. The allowance shall be payable in equal installments in accordance with Article B.9 (PAY PERIODS) as shown in the table below:

Date	First Aid Attendant
Effective July 1, 2022	\$1,033
Effective July 1, 2023	\$1,103
Effective July 1, 2024	\$1,136

- b. The Board shall reimburse any teacher for the applicable Occupational First Aid course fees in obtaining or renewing a certificate, subject to successful completion of the course. It will be the responsibility of the teacher to apply to the Board for this reimbursement and provide proof of payment and proof of successful completion of the course.

4. Teacher in Charge Per Diem (P)

- a. A teacher designated by the Board to assume the duties of the Administrative Officer who is temporarily absent shall receive, in addition to the teacher’s regular teaching salary, a per diem in accordance with the table below:

Date	Teacher in Charge Per Diem
Effective July 1, 2022	\$69
Effective July 1, 2023	\$74
Effective July 1, 2024	\$76

ARTICLE B.27 RELOCATION EXPENSES (P)

- 1. Teachers transferred under Article E.21.1.c.i.2 (TRANSFER OF TEACHERS) at Board initiative within the District, where such transfer necessitates a move to a different community of residence shall be granted moving assistance in accordance with the table below:

Date	Relocation
Effective July 1, 2022	\$2,703
Effective July 1, 2023	\$2,885
Effective July 1, 2024	\$2,972

ARTICLE B.28 FOOTWEAR (P)

- 1. Where regulations require Industrial Education Shop teachers to wear protective footwear the Board shall reimburse the teacher fifty percent (50%) of the cost of such footwear upon presentation of a receipt for the purchase.

ARTICLE B.29 SUMMER SCHOOL PAYMENT (P)

- 1. A teacher employed to give instruction in academic summer school in English, Mathematics, Science, Social Studies, and French shall be paid 1/975 of regular annual salary for each hour of instruction.

2. The hours of instruction shall be pro-rated to include preparation time in proportion to that provided in the regular school year for the same subject.
3. Rates of pay for regular school courses other than those listed in Article B.29.1 offered in summer school by the Board shall be negotiated between the Union and the Board. Agreement on such rates of pay is subject to the written approval of the BCTF and BCPSEA pursuant to *PELRA*.

ARTICLE B.30 DEDUCTION OF TEACHER REGULATION BRANCH FEES (P)

1. The Board shall, on receipt of a signed authorization, deduct from a teacher's salary the annual fees required for membership in the Teacher Regulation Branch established under the *Teaching Profession Act* and remit the same to the Branch when notified of the fees by the Branch. This deduction shall be made from the month-end pay cheque for the month in which fees are due.

ARTICLE B.31 NO CUTS IN SALARY (P)

1. No teacher shall suffer a reduction in salary or benefits as a result of implementation of this contract.

ARTICLE B.32 HOUSING (P)

1. The Board and Union will continue to provide assistance in locating housing for teachers whose assignment is in Hazelton, Kitwanga, and Stewart through the Joint Housing Committees in those communities. The Joint Housing Committee in each community shall consist of: an Administrative Officer, a teacher from the community, and a representative of the Union. Teachers new to the District or community shall continue to receive first priority for available housing.

SECTION C – EMPLOYMENT RIGHTS

ARTICLE C.1 RESIGNATION (P)

1. An employee may resign from the employ of the employer on thirty (30) days' prior written notice to the employer or such shorter period as mutually agreed. Such agreement shall not be unreasonably denied.
2. The employer shall provide the local with a copy of any notice of resignation when it is received.

ARTICLE C.2 SENIORITY (P)

1. Except as provided in this article, "seniority" means an employee's aggregate length of service with the employer as determined in accordance with the provisions of the Previous Collective Agreement.
2. Porting Seniority
 - a. Despite Article C.2.1 above, an employee who achieves continuing contract status in another school district shall be credited with up to twenty (20) years of seniority accumulated in other school districts in B.C.
 - b. Seniority Verification Process
 - i. The new school district shall provide the employee with the necessary verification form at the time the employee achieves continuing contract status.
 - ii. The employee must initiate the seniority verification process and forward the necessary verification forms to the previous school district(s) within one hundred and twenty (120) days of receiving a continuing appointment in the new school district.
 - iii. The previous school district(s) shall make every reasonable effort to retrieve and verify the seniority credits which the employee seeks to port.
3. Teacher Teaching on Call (TTOC)
 - a. A TTOC shall accumulate seniority for days of service which are paid pursuant to Article B.2.6.

- b. For the purpose of calculating seniority credit:
 - i. Article C.2.3.b.i.1 and C.2.3.b.i.2 are not applicable in School District No. 82 (Coast Mountains);
 - ii. Nineteen (19) days worked shall be equivalent to one (1) month;
 - iii. One hundred and eighty-nine (189) days shall be equivalent to one (1) year.
- c. Article C.2.3.c is not applicable in School District No. 82 (Coast Mountains)
- 4. Article C.2.4 is not applicable in School District No. 82 (Coast Mountains)
- 5. No employee shall accumulate more than one (1) year of seniority credit in any school year.

LOCAL PROVISIONS

6. Principle of Security

- a. The Board and the Union agree that increased length of service in the employment of the Board entitles teachers to commensurate increase in security of teaching employment.

7. Definition of Seniority

- a. In this Article, “seniority” means a teacher’s aggregate length of service in the employment of the Board, in continuing and temporary appointments, both full-time and part-time, and TTOC teaching after September 1, 1992. For the purposes of calculating length of service, part-time teaching in continuing and temporary appointments shall be credited fully as if it were full-time service. TTOC teaching shall be credited on a daily basis.
- b. In addition to the provisions of Article C.2.7.a, the seniority of a teacher on a continuing contract shall include seniority ported in accordance with Article C.2.2 provided that in no case, shall a teacher be credited with more than one (1) year of seniority for any calendar year.
- c. When the seniority of two or more teachers is equal pursuant to Article C.2.7.a and C.2.7.b, the teacher with the greatest present continuous service with the Board in continuing or temporary appointment, shall be deemed to have the greatest seniority.

- d. When the seniority of two teachers is equal pursuant to Article C.2.7.c, the teacher with the greatest number of TTOC teaching days after September 1, 1988 with the Board shall be deemed to have the greatest seniority. A teacher who can provide satisfactory proof of TTOC service prior to September 1, 1988, shall have such service considered.
- e. When the seniority of two or more teachers is equal pursuant to Article C.2.7.d, the teacher with the greatest aggregate length of service with another school authority recognized for salary experience purposes in this Agreement shall be deemed to have the greatest seniority.
- f. When the seniority of two or more teachers is equal pursuant to Article C.2.7.e, the teacher with the earliest recorded offer of employment with the Board shall be deemed to have the greatest seniority.
- g. For the purposes of this Article, leaves of absence of one year or more shall not count toward aggregate length of service with the Board, except:
 - i. maternity leave;
 - ii. educational leave;
 - iii. parenthood leave;
 - iv. leave for duties with the Union or the British Columbia Teachers' Federation;
 - v. secondment to the Ministry of Education, a Faculty of Education, or pursuant to a recognized teacher exchange program;
 - vi. sick leave or medical leave;
 - vii. leave for teaching with the Department of National Defense or Canadian Universities Service Overseas;
 - viii. leave for elected office at the provincial, federal, or municipal level;
 - ix. compassionate care leave pursuant to Article G.2 (COMPASSIONATE CARE LEAVE).
- h. For the purpose of the Article, continuous service shall be deemed not to have been broken by resignation for purposes of maternity, followed by re-engagement within a period of two (2) years, or by lay-off and recall pursuant to this Article.

8. Seniority List

- a. The Board shall, by October 15 of each year forward to the Union a list of all teachers employed by the Board, in order of seniority calculated according to Article C.2, setting out the seniority as of September 1 of that year.
- b. The Union shall bring to the attention of the Superintendent of Schools any errors in the seniority list on or before November 15.

ARTICLE C.3 EVALUATION (P)

- 1. The purposes of evaluation provisions include providing employees with feedback, and employers and employees with the opportunity and responsibility to address concerns. Where a grievance proceeds to arbitration, the arbitrator must consider these purposes, and may relieve on just and reasonable terms against breaches of time limits or other procedural requirements.

[Note: See also Articles C.22 (TEACHER PERFORMANCE APPRAISALS) and C.23 (TEACHER(S) TEACHING ON CALL PERFORMANCE APPRAISAL)]

ARTICLE C.4 TTOC EMPLOYMENT (P)

- 1. Experience Credit
 - a. For the purpose of this article, a Teacher Teaching on Call (TTOC) shall be credited with one (1) day of experience for each full-time equivalent day worked.
 - b. One hundred seventy (170) full-time equivalent days credited shall equal one (1) year of experience.

2. Increment Date for Salary Grid Placement

Upon achieving one (1) year of experience, an increment shall be awarded on the first of the month following the month in which the experience accumulation is earned.

[Note: Article C.4 applies to experience accumulated after September 18, 2014]

ARTICLE C.20 LAY-OFF - RECALL - SEVERANCE PAY (P & L)

1. Definition of Qualifications [Lay-off - Recall]

- a. In this Article, “necessary qualifications” in respect of a teaching assignment means a reasonable expectation, based on the certification, training, education, and experience of a teacher that that teacher will be able to perform the duties of the assignment in a satisfactory manner.
- b. The determination of whether or not a teacher has the necessary qualifications for a teaching assignment shall be subject to the grievance procedure.
- c. In determining whether or not a teacher has the necessary qualifications for a position, the availability of education courses or other retraining opportunities relevant to the position, which the teacher is willing and able to complete prior to assuming the position, shall be taken into consideration.

2. Security of Employment Based on Seniority and Qualifications

- a. When, the Board determines that it is necessary to lay-off one or more teachers due to educational or budgetary reasons, the teachers to be retained on the teaching staff of the District shall be those who have the greatest seniority, provided that they possess the necessary qualifications for the positions available.
- b. For the purposes of this Article “lay-off” means the lay-off of a teacher on continuing contract and lay-off of a temporary contract teacher prior to the end of the term of the contract providing service has been satisfactory.
- c. The Board shall give each teacher it intends to lay-off pursuant to this Article notice of lay-off in writing prior to May 15 or November 15, whichever date is nearest the intended date of lay-off, such notice to be effective June 30 and December 31, respectively, and to contain the reason for the lay-off, and a list of the teaching assignments, if any, in respect of which the Board proposes to retain a teacher with less seniority. The Board shall concurrently forward a copy of such notice to the Union. The requirement that the effective date of the notice be at the end of a school term does not apply where the Board makes an appointment to a position which is temporarily vacant and which the Board reasonably believes will cease to be vacant at a time other than the end of a school term.

3. Teachers’ Rights of Recall

- a. When a position on the teaching staff of the District becomes available, the Board shall, subject to Article C.20.3.a.i and C.20.3.a.ii, first offer recall to

the teacher who has the most seniority among those laid-off pursuant to this Article, provided that the teacher possesses the necessary qualifications for the available position. If the teacher declines the offer, the position shall be offered to the teacher with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled. All positions shall be filled in this manner while there are remaining teachers who have been laid-off pursuant to this Article and have not lost recall rights under this Article. A position shall not be required to be offered to the same person more than once.

- i. A teacher's right to recall under Article C.20.3.a is subject to the hiring priority bands in Article E.20.1.d (VACANCIES AND HIRING PROCEDURES). For clarity, the Board will not offer recall to candidates from the recall list until the rights of all eligible candidates in the hiring priority bands in Article E.20.1.d.i, E.20.1.d.ii, and E.20.1.d.iv have been met.
- ii. Article C.20.3.a.i shall only apply where offering a transfer to a continuing contract teacher will not result in a teacher on the recall list being denied recall.
- b. A teacher who is offered recall pursuant to Article C.20.3.a, shall inform the Board whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer.
- c. The Board shall allow ten (10) days from the acceptance of an offer under Article C.20.3.b for the teacher to commence teaching duties, provided that, where the teacher is required to give a longer period of notice to another employer, such longer period shall be allowed.
- d. A teacher's right to recall under this Article is lost:
 - i. if the teacher refuses to accept two positions with teaching assignments of equal or greater percentage of time and not requiring a change in community of residence, for which the teacher possesses the necessary qualifications; or
 - ii. three (3) years elapse from the date of lay-off under this Article and the teacher has not been recalled; or
 - iii. the teacher elects to receive severance pay under Article C.20.7; or
 - iv. the teacher accepts a continuing appointment in another district.
- e. Article C.20.3.d.i does not apply if at the time of such offers the teacher would be entitled to maternity leave, or is attending university outside the teacher's community of residence.

- f. Upon recall, a teacher shall be entitled to a continuing appointment to the teaching staff of the District if the teacher held a continuing appointment at the time of lay-off, or would otherwise be entitled to a continuing contract pursuant to this Agreement. The maintenance of continuing contract status shall not prevent the offer and acceptance of an assignment to a position which is temporarily vacant.
- g. A teacher on the recall list is responsible for keeping the Board informed of changes in name, address, telephone number, and qualifications.

4. **Recall List**

- a. The Board shall maintain a recall list. Copies of that list will be sent to each person on that list and the Union at least once during the fall and once during the spring term each year.

5. **Sick Leave [Recall]**

- a. A teacher recalled pursuant to this Article shall be entitled to all sick leave credit accumulated at the date of lay-off.

6. **Benefits [Recall]**

- a. A teacher who retains rights of recall pursuant to Article C.20.3 shall be entitled, if otherwise eligible, to maintain participation in all benefits provided in this Agreement. Payment of the full cost of such benefits will be made by the Board for the first two (2) months of lay-off and thereafter by the teacher.

7. **Severance Pay**

- a. A teacher who has received a notice of lay-off under this Article, except a teacher who is terminated or dismissed for just and reasonable cause, may elect at any time during the three (3) years following lay-off to receive severance pay as set out in this Article.
- b. Severance pay shall be calculated at the rate of five percent (5%) of one year's salary for each year of service to a maximum of one year's salary. Salary on which severance pay is calculated shall be based on the teacher's salary at the time of lay-off.
- c. The teacher may choose to receive severance pay:
 - i. in one lump sum within thirty (30) days of electing to receive severance pay; or

- ii. in monthly installments of ten percent (10%) of the total amount payable, commencing at the next regular teacher pay period after the election to receive severance pay.
- d. A teacher who receives severance pay pursuant to this Article and who is subsequently rehired by the Board, shall retain all, or any portion of the severance pay; however, those years of service used to generate the severance pay retained by the teacher shall not be used for determining length of service for severance pay at the time of any subsequent lay-off.

8. Application to Part-Time Teachers

- a. In the selection of teachers for lay-off, and for purposes of recall, a part-time teacher who is senior to another teacher shall be retained:
 - i. if the junior teacher's position is of the same percentage of time;
 - ii. if the junior teacher's position is of a lesser percentage of time and the senior teacher elects to claim it;
 - iii. if the junior teacher's position is of a greater percentage of time and the senior teacher elects to claim it, providing the percentage of time claimed is no more than .2 F.T.E greater than the position from which the senior teacher has been laid-off.

ARTICLE C.21 APPOINTMENT AND ASSIGNMENTS (P & L)

- 1. All teachers appointed by the Board to the teaching staff of the District shall be appointed pursuant to Sections 15(1) and 19 of the *School Act* on a continuing contract of employment, except for:
 - a. temporary appointments made in accordance with this Agreement;
 - b. probationary appointments made in accordance with Article C.21.4 of this Agreement;
 - c. Teachers Teaching on Call (TTOC), subject to the provisions of this Agreement.

2. **Temporary Appointments (P)**

- a. A teacher may be placed on a temporary appointment only to full-time or part-time positions that are temporarily vacant, temporarily existing, or that become vacant during that year.
- b. The Board shall provide to the Union a list of teachers on a temporary contract, and a list of those persons on long term leave of absence as of September 1 by October 1 and January 1 by February 1 of each school year. The Board will advise the Union by October 1 of any positions it considers to be temporarily existing for that school year.
- c. Teachers on temporary contract shall be offered continuing contracts of employment not later than the completion of one year's continuous service in the employment of the Board in temporarily existing positions. For the purpose of this Article, ten (10) months of continuous service shall constitute one year's service.

3. **Part-Time Teaching Assignments – Continuing (P)**

- a. Any teacher assigned to a part-time continuing position shall be given a continuing appointment.
- b. A teacher on a continuing appointment who, at their own request is assigned to a part-time from full-time assignment or vice versa shall remain on a continuing appointment.
- c. A teacher on full-time continuing contract may request:
 - i. a transfer to a part-time position with no guarantee of a return to full-time employment; or
 - ii. a temporary assignment to a part-time position. Such temporary assignments will normally be for one (1) year after which the teacher will resume the status of a full-time teacher on continuing contract.
- d. A teacher on a part-time continuing appointment may request:
 - i. a transfer to a full-time position with no guarantee of a return to part-time employment; or
 - ii. a temporary assignment to full-time or additional part-time at the expiry of which they will return to their former employment status.

4. **Probationary Appointments (P)**

- a. No teacher shall be placed on probation except for reasons related to the performance of educational duties.
- b. Prior to any recommendations to place a teacher on probation, the teacher's Principal shall have met with the teacher and at the request of the teacher, a representative of the Union, to discuss the teacher's performance. Weaknesses in performance shall have been brought to the attention of the teacher and suggestions for improvement given. A remedial plan of assistance shall be prepared in consultation with the teacher and, if requested by the teacher, the Union, which includes observation and assistance by available resource persons. No formal report shall be made for a two (2) month period following development of the remedial plan.
- c. No recommendation to place a teacher on probation shall be made without reasonable further observation of the teacher's performance, and a formal teaching report under the *School Act* and in accordance with Article C.22 (TEACHER PERFORMANCE APPRAISALS).
- d. In the event that the Board places a teacher on probation, it shall provide written reasons to the teacher.
- e. If a teacher who has been placed on probation for the next school year so requests, the Board shall make all reasonable efforts to arrange a transfer of the teacher to a mutually agreeable assignment or school. For the purposes of such a transfer, a probationary teacher shall be considered to have the same priority as a continuing teacher under Article E.20 (VACANCIES AND HIRING PROCEDURES).
- f. District officials of the Board shall give thirty (30) days notice of intent to recommend cancellation of a probationary appointment. Such notice shall not be given into the first thirty (30) days of the probationary appointment.
- g. Subsequent to the giving of such notice, and prior to any recommendation to cancel being made to the Board:
 - i. there shall be a further formal teaching report under the *School Act* and in accordance with Article C.22 (TEACHER PERFORMANCE APPRAISALS) which indicates that the teacher's performance is less than satisfactory;
 - ii. the teacher shall have the opportunity to discuss the reasons for the recommendation with the relevant District officials and Administrative Officers. The teacher may be accompanied at such discussion by a member of the Union or BCTF staff.

- h. In the event that a recommendation to terminate a probationary appointment is made to the Board, the Board shall have before it any reports made pursuant to this Article.

ARTICLE C.22 TEACHER PERFORMANCE APPRAISALS (P)

1. Regular Performance Appraisals

- a. A regular performance appraisal shall be completed for each teacher no more frequently than every three (3) years except:
 - i. Performance appraisals should be completed in any school year:
 - 1. for any teacher on probation;
 - 2. for any teacher who requests a performance appraisal in writing:
 - a. If before the last working day of January of the school year, a teacher submits in writing a request for a written report by an Administrative Officer, a report must be completed and filed within four (4) months of the request.
 - 3. for any teacher in their first year in the District;
 - 4. for any temporary teacher appointed after January 31 to a position of no less than two (2) months and who requests a performance appraisal in writing:
 - a. If before the last working day of April of the school year, a temporary teacher submits in writing a request for a written report by an Administrative Officer, a report must be completed and filed within the term of appointment, providing at least two (2) months remain in the appointment.
 - 5. any temporary teacher appointed to a position of less than two (2) months may request a Teacher Teaching on Call (TTOC) evaluation.
 - ii. Performance appraisals as may be initiated in accordance with the *School Act* or Regulations.
 - iii. Performance appraisals may be requested for teachers who:

1. are in their first year in the school;
 2. have had substantial change in their assignment.
- b. At least ten (10) working days prior to commencing observations, the evaluator shall meet with the teacher to discuss the purpose of the evaluation, the time span and schedule of observations, and to review the criteria to be applied.
- c. All reports on the work of a teacher shall be made in writing.

2. **Process of Appraisal (Supervising and Evaluating)**

- a. In supervising and evaluating teachers only the following criteria shall be considered:
- i. the teacher's knowledge of pupils;
 - ii. the teacher's planning in relation to definite purposes and clear objectives;
 - iii. the teacher's attempts to involve students in experiences and activities designed to develop skills and stimulate thought, with due consideration for individual differences;
 - iv. the teacher's provision of opportunities for questioning, speculation, and originality;
 - v. the teacher's endeavours to keep their knowledge current and teaching techniques effective in the subject areas taught;
 - vi. the teacher's classroom management practices with regard to educational objectives and the learning environment of the school;
 - vii. the teacher's relationships with the pupils;
 - viii. the teacher's positive contributions to the school and profession;
 - ix. the teacher is a good role model; speaking and acting toward pupils with respect and dignity, and deals judiciously with them, always mindful of their rights and sensitivities.
- b. No criteria shall be applied which relate to aspects of the learning situation over which the teacher does not have both responsibility and control.

- c. Periods chosen for observation shall not be at abnormal or inappropriate times and the teacher shall have the opportunity to select up to one-half the observation times.
- d. Written reports on the work of a teacher should be drafted on the basis of a reasonable number of personal observations, not less than three or more than eight, unless otherwise agreed with the teacher.
- e. Following each observation or supervisory visit, the evaluator shall discuss with the teacher observations and impressions within five (5) working days; such observations and impressions shall further be provided to the teacher in the form of a written anecdotal statement within three (3) working days of the discussion and no subsequent observations shall take place until the discussion of the preceding observation has occurred.
- f. The evaluator shall give the teacher advice and assistance in overcoming any weakness observed.
- g. Reports shall be prepared only by qualified evaluators recognized under the *School Act* and Regulations and shall be prepared independently.
- h. The evaluator shall make specific comments based on personal observation.
- i. Reports shall include the teacher's prime area of assignment. Reports shall, whenever possible, also include the teacher's area of expertise.
 - i. If a report does not cover all aspects of the assignment because all aspects have not been observed, this shall be noted in the report.
 - ii. Reports shall reflect any discrepancy between the teacher's assignment and professional training.
 - iii. Normally all criteria in Article C.22.2.a will receive comment in a report.
- j. The teacher shall be given a draft of a report at least forty-eight (48) hours prior to preparation of the final copy. The teacher shall have the opportunity of meeting with the evaluator in the company of a representative of the Union to point out any error of fact. The content of a report shall include a specific, objective description of teaching performance. Judgments shall be substantiated.
- k. Any written report of a teacher which includes areas of criticism shall include constructive suggestions and advice for improvement in these areas.

- l. Within seven (7) days of receipt of a written report, the teacher may request a meeting with the evaluator, in the company of a representative of the Union to discuss the report. Such meeting shall be held within fourteen (14) days of the request. The teacher shall have the right to submit to the evaluator a written commentary on the report which shall be attached to all copies of the report.
- m. The final report shall be filed in the teacher's personnel file at the School District Office. A copy shall be given to the teacher at the time of filing. One additional copy may be retained by the author for the remainder of the school year, or while the plan of assistance is in effect, whichever is greater. No other copies of the report shall be filed except as provided in Regulations 5 and 6.
- n. Reports made under this Article shall contain a final statement that, in the opinion of the evaluator, the teacher's performance is satisfactory or less than satisfactory.
- o. In the event of a less than satisfactory report, a plan of assistance shall be developed jointly with the teacher. A reasonable period of time for improvement of performance shall be provided.
- p. When two (2) reports from any evaluators provide contrary assessment, the teacher shall have the right to a report by a third evaluator, should they so request.

3. **Supervision of Teachers New to the District or School**

- a. Initial observations by an Administrative Officer shall occur within two (2) months after commencement of teaching duties. If any weakness is noted, it shall be discussed with the teacher orally and in written anecdotal form, together with specific suggestions for improvement.
- b. If the weakness is serious enough to warrant placing the teacher on probation, the teacher shall be so notified in writing, with reasons indicated and with specific suggestions for improvement.

4. **TTOC Evaluation**

- a. The procedure for evaluating Teachers Teaching on Call (TTOCs) shall be as outlined in Article C.23 (TEACHER(S) TEACHING ON CALL PERFORMANCE APPRAISALS).

Note: Teachers assigned to a middle school or a middle school program from other schools within the district will not be evaluated in the implementation year, except upon request by the teacher, or in the case of a performance appraisal initiated in accordance with the *School Act* or Regulations.

All other first year teachers will be subject to the performance appraisal process.

ARTICLE C.23 TTOC PERFORMANCE APPRAISAL (P)

1. The Teacher Teaching on Call (TTOC)

- a. The responsibility of a Teacher Teaching on Call (TTOC) is to temporarily assume the position of the regular teacher without any appreciable loss in the instructional process. A TTOC is expected to conform to the established routines of the schools and to fulfill all the duties and responsibilities of the regular teacher who is absent. This includes instruction, marking, preparation, supervision, and attendance at any meetings requested by a Principal.

2. Mission Statement

- a. The main intent of a performance appraisal is to improve performance and to ensure that students receive the best possible instruction.

3. Purpose

- a. The purpose of performance appraisal is to encourage the development of practices and procedures regarding the supervision, evaluation, and reporting of TTOC teaching personnel that will:
 - i. promote excellence of instruction, effective teaching methods, and the positive development of the education environment;
 - ii. provide reinforcement of good work;
 - iii. provide feedback to a TTOC of areas of satisfactory and unsatisfactory work;
 - iv. provide a review of areas of performance strength and weakness;
 - v. allow for the planning of appropriate in-service;
 - vi. provide a basis for reference;
 - vii. provide uniformity of performance appraisal processes, procedures, criteria, and reporting within the District.

4. **Guidelines for TTOC Performance Appraisals**

- a. An Administrative Officer may at any time complete a TTOC check list performance appraisal.
- b. The Administrative Officer may use the attached form or one that is similar.
- c. Performance appraisals shall be completed for any TTOC who requests a performance appraisal in writing. Such request shall not be unreasonably denied, and, in any event, should occur within the next five (5) TTOC assignments in the school for which the evaluation was requested.
- d. In supervising and evaluating TTOCs the following conditions must be taken into consideration:
 - i. the amount of notice they have had to prepare for the assignment;
 - ii. the number of days the TTOC has substituted in that particular assignment;
 - iii. the TTOC's instruction in relation to lesson plans or objective provided by the absent teacher;
 - iv. the management practices of the absent teacher;
 - v. the TTOC's knowledge of the school and its routines.
- e. All reports on the work of TTOC shall be made in writing and a copy will be given to the TTOC.
- f. The appraisal will remain a draft for seven (7) days after the TTOC is in receipt of appraisal. The TTOC shall have a further seven (7) days to submit to the evaluator a written commentary on the appraisal which shall be attached to all final copies of the appraisal.
- g. All appraisals shall be filed in the TTOC's personnel file at the School District office. One additional copy may be retained for a reasonable period of time by the author for the author's record.

5. **Criteria to be Used**

- a. The criteria to be used in the performance appraisal may include any of the following that are applicable:
 - i. the TTOC's knowledge of pupils;

- ii. the TTOC's planning in relation to definite purposes and clear objectives;
- iii. the TTOC's attempt to involve students in experiences and activities designed to develop skills and stimulate thought, with due consideration for individual differences;
- iv. the TTOC's provision of opportunities for questioning, speculation, and originality;
- v. the TTOC's endeavours to keep their knowledge current and teaching techniques effective in the subject area taught;
- vi. the TTOC's classroom management practices with regards to educational objectives and the learning environment of the school;
- vii. the TTOC's relationship with the pupils;
- viii. the TTOC's positive contributions to the school and profession;
- ix. the TTOC is a good role model; speaks and acts toward pupils with respect and dignity, and deals judiciously with them, always mindful of their rights and sensitivities.

6. Procedure for Expressing Concern Regarding the Work of TTOC(s)

- a. A teacher, who wishes to express concern about the work of a TTOC, must first verbally communicate the concern to the TTOC within a week. If the teacher is not satisfied with the explanation given by the TTOC and wishes to refer the matter to the Principal, the teacher is required to inform the TTOC before doing so.
- b. Any Administrative Officer who has a concern about the work of a TTOC or who has had a situation referred to them pursuant to Article C.23.6.a above shall follow the procedures listed below:
 - i. An Administrative Officer who has concerns will first communicate verbally with the TTOC expressing their concerns or the concern cited by the teacher. A TTOC may request to have a representative of their choice be present;
 - ii. The TTOC will be given an opportunity to explain what they believe to be facts related to the situation brought to their attention by the Administrative Officer;

- iii. If the Administrative Officer is not convinced that the explanation provided by the TTOC answers the concerns to their satisfaction, the Principal will state their concerns in writing to the TTOC and inform the TTOC that a copy of the letter is being sent to the Superintendent or designate;
 - iv. A TTOC is entitled to submit to the Superintendent's office, with a copy to the Administrative Officer, a statement giving their view of the situation referred to by the Administrative Officer.
- c. Any concern of a serious nature involving misconduct relating to students or staff shall be immediately referred to District Personnel in accordance with Board policy.

School District 82 (Coast Mountains) Teacher(s) Teaching On Call Check List
Performance Appraisal

Name: _____ School: _____
 Replacing: _____ Grade/Subject: _____
 Date of Observation: _____ Time: _____
 Length of time in this situation (eg. How many days?): _____
 Description of Teacher Teaching on Call Assignment or Situation: _____

Is this appraisal in the Teacher Teaching on Call's area of training? Yes No

G= Good A= Adequate I=Inadequate N/A = Not Applicable or Not Evaluated

	G	A	I	N/A
1. Knowledge of Pupils:				
• Learns student names	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Makes an effort to get to know students as individuals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Planning:				
• Marks and plans for teacher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Prepares for assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Instructional Processes and Skills:				
• Follows lesson plans (provides clear instructions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Improvises successfully when necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Uses appropriate questioning techniques and maintains student interest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Classroom Management:				
• Maintains appropriate discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Maintains appropriate noise level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Keeps students on task	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Rewards appropriate behaviours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Observes time schedules	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Handles daily routines and duties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Relationship with Pupils:				
• Relates positively to pupils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Makes eye contact – human approach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Displays an interest in students and their work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Contributions to School and Profession:				
• Demonstrates a cooperative work attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Relates positively to staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Demonstrates a positive attitude towards the teaching profession	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ARTICLE C.24 DISCIPLINE AND DISMISSAL (P)

1. Procedures for Discipline and Dismissal

- a. The employer shall not dismiss or discipline a teacher except for just and reasonable cause.
- b. The Board of Education shall not discipline, suspend (other than a suspension to which Section 15.5 of the *School Act* applies) nor dismiss any person bound by this Agreement unless it has, prior to such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
 - i. the employee and the Union shall be given seventy-two (72) hours notice of the meeting and a written statement of the grounds for the contemplated action;
 - ii. seventy-two (72) hours prior to the meeting, the Board shall provide all documents available at that time. Twenty-four (24) hours prior to the meeting, the Union and the Board will exchange all additional documents that will be considered at the meeting;
 - iii. the Union, on behalf of the employee, may file a written reply to the allegations prior to the meeting;
 - iv. at such meeting the employee shall be accompanied by a representative and/or an advocate appointed by the Union and they shall be entitled to hear all the information of the incidents presented to the Board, to receive copies of all documents placed before the Board, to make representations on behalf of the employee, to call witnesses, and to ask questions of clarification or procedure;
 - v. in the case of suspension the meeting referred to herein may be waived by mutual agreement.
- c. Procedures outlined in Article C.24.1.b.i through C.24.1.b.v shall also apply for meetings held pursuant to Section 15.7 of the *School Act*.
- d. Differences respecting dismissal and disciplinary action shall be subject to grievance and may be referred directly to the Arbitration procedure in Article A.6 (GRIEVANCE PROCEDURE) of this Agreement.
- e. At an arbitration in respect of the discipline or dismissal of an employee, no material from the employee's file may be presented unless the material was brought to the employee's attention at the time it was placed on file, and no material which has been removed from the file pursuant to Article E.23 (PERSONNEL FILES) may be presented.

- f. An employee shall receive written reasons for any formal discipline at the earliest possible time, and such reason will contain a statement of the grounds for discipline.
- g. Where a teacher is suspended, disciplined, or dismissed, no information in respect of the suspension, discipline, or dismissal shall be released to the public or the media except by joint release agreed upon by officials of the Board and the Union.
- h. Where an employee is under investigation by the Board or any representative of the Board, for any cause, the employee shall be advised in writing of that fact in a timely manner, and shall be advised of the right to be accompanied by a representative of the Union at any meeting in connection with such investigation. This clause shall not apply to investigations of teacher competence, which shall be dealt with according to Article C.22 (TEACHER PERFORMANCE APPRAISALS).

2. Procedures Where Dismissal Based on Performance

- a. The Board shall not dismiss a teacher on the basis of less than satisfactory performance except where the Board has received three (3) reports pursuant to Article C.22 (TEACHER PERFORMANCE APPRAISALS) of this Agreement indicating that the learning situation in the class or classes of the teacher is less than satisfactory.
- b. The reports referred to in Article C.24.2.a shall be prepared in accordance with Regulations 5 and 6 and Section 20 of the *School Act* and the process established in Article C.22 (TEACHER PERFORMANCE APPRAISALS), and in accordance with the following conditions:
 - i. the reports shall have been issued in a period of not less than twelve (12) months or more than twenty-four (24) months, such period not to include any leave of absence granted;
 - ii. at least one of the reports shall be a report of a Superintendent of Schools or an Assistant Superintendent of Schools;
 - iii. the other reports shall only be of:
 - 1. a Superintendent of Schools or an Assistant Superintendent of Schools; or
 - 2. a Director of Instruction; or

3. an Administrative Officer trained and qualified in the evaluation of teachers of a school to which the teacher is assigned;
- iv. the reports shall be written by three different evaluators;
- v. the reports shall be written independently of each other, and the report writers shall not collaborate with regard to the results.
- c. Where the Board intends to dismiss a teacher on grounds of a less than satisfactory teaching situation, it shall, no later than two (2) calendar months prior to the intended date of termination, notify the teacher and the President of the Union of such intention and provide an opportunity for the teacher and their representative to meet with the Superintendent and the Board within fourteen (14) days of such notice.
- d. Where, subsequent to such meeting, the Board decides to dismiss a teacher it shall issue notice of dismissal at least one (1) month prior to the termination setting out the grounds for such action.
- e. Procedures for dismissal of teachers on probation shall be as specified in Article C.21.4 (PROBATIONARY APPOINTMENTS).

ARTICLE C.25 TTOCS [HIRING PRACTICES] (P)

1. Teacher Teaching on Call (TTOC) List

- a. The Board shall maintain a list of Teachers Teaching on Call (TTOCs). The Board shall forward a copy of such a list to the Union in the month of September and in each subsequent month of the school year.
- b. The Board shall not remove a person from the list of TTOCs during the school year save for just and reasonable cause. A teacher whom the Board intends to remove from the list for the succeeding year shall have the right to an interview with the Superintendent or designate at which time substantive reasons for the action shall be given. This meeting shall take place prior to June 1.

2. Teacher(s) Teaching on Call Hiring:

- a. In assigning a Teacher Teaching on Call (TTOC), the Board shall pursuant to Section 19 of the *School Act*, select a teacher on the list qualified for the assignment who possesses a valid B.C. teaching certificate.

- b. The Board may assign persons not on the list to a TTOC teaching assignment only in the event that no available person on the list possesses the necessary qualifications for the assignment.
- c. When a TTOC completes twenty (20) days continuous teaching in the same assignment, a temporary contract shall be granted retroactively to the commencement of the assignment.
- d. The Principal or designate shall have the right to replace a TTOC initially assigned to a class with another TTOC more qualified for the assignment.
- e. The Board shall replace an uncertified substitute in an assignment as soon as a certified TTOC with necessary qualification for the assignment is available.

3. Teacher(s) Teaching on Call Exclusionary Provisions

- a. All provisions of this Agreement apply to TTOCs except for the following Articles:
 - B.9 (PAY PERIODS),
 - B.11 (BENEFITS),
 - B.22 (PART-TIME TEACHERS' PAY AND BENEFITS),
 - B.24 (PART-MONTH PAYMENT AND DEDUCTIONS),
 - B.25 (DEATH BENEFITS),
 - B.26 (ALLOWANCES),
 - C.24 (DISCIPLINE AND DISMISSAL),
 - D.22 (POSITIONS OF SPECIAL RESPONSIBILITY),
 - E.20.2 (VACANCIES AND HIRING),
 - E.21 (TRANSFER OF TEACHERS),
 - G.20 (SICK LEAVE),
 - G.21 (MEDICAL LEAVE),
 - G.22 through G.24 (LEAVE OF ABSENCE),
 - G.25 (SHORT TERM LEAVES),
 - G.26 (MATERNITY LEAVE),
 - G.27 (LONG TERM LEAVES),
 - G.28 (WORKERS' COMPENSATION LEAVE),
 - G.32 (PUBLIC SERVICE LEAVE),
 - and the following provisions of Article C.20 (LAY-OFF - RECALL – SEVERANCE PAY): C.20.2, C.20.3, C.20.4, C.20.5, C.20.6, C.20.7, C.20.8.

SECTION D – WORKING CONDITIONS

ARTICLE D.1 CLASS SIZE AND TEACHER WORKLOAD (P)

Note: This table is a summary of the K-3 class size limits and is provided for reference only. The parties must refer to the language in full when applying the Collective Agreement. In particular, parties should review Letter of Understanding No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language (“LOU No. 12”) Class Size provisions – paragraphs 6 – 9.

Grade	Class Size Limits	Source of Class Size
Kindergarten	Shall not exceed 20 students	LOU No. 12
Grade 1	Shall not exceed 22 students	LOU No. 12
Grade 2	Shall not exceed 22 students	LOU No. 12
Grade 3	Shall not exceed 22 students	LOU No. 12

Local language:

1. The Board and the Union agree that, subject to the further conditions below, the maximum class sizes for regularly scheduled classes shall be:
 - a. Kindergarten/Gr. 1 split 16
 - b. Grade 3/4 split 22
 - c. Primary split class 20
 - d. Intermediate class 30
 - e. Intermediate split class 25
 - f. Secondary classes 30
(other than those listed specifically below)
 - g. Science 8, 9, 10 24
 - h. Biology 11 & 12 24
Chemistry 11 & 12
Earth Science 11
Geology 12
Physics 11 & 12
 - i. Home Economics (foods or textiles) 24

j.	Industrial Education (auto, metalwork, drafting, power mechanics, woodwork)	24
k.	Special Classes	
	Jack Cook School	8
	Secondary/Elementary	
	EMH/TMH	12
	Secondary Alternate	15
	Other Special Education according to Special Education & Board Policy	
l.	Secondary Split Classes	25
m.	Workshop Classes such as Drama	24
n.	Secondary English Classes	27

2. Individual Band & Choir classes may exceed the guidelines at the teacher's request.
3. Maximums shall be in force and any necessary adjustments made by October 1 each year for non-semestered classes and 22 calendar days from the start of the class for semestered courses.
4. Teachers shall not refuse to admit or teach a student placed in their class where, in the opinion of the Principal, no other immediate practical alternative for placement exists.

ARTICLE D.2 CLASS COMPOSITION AND INCLUSION (P)

No provincial language.

Local language:

1. Definitions

For the purposes of this Article, "students with special needs" shall include those students as defined by the Ministry of Education in one of the categories listed below:

- a. Low Incidence Categories:
 - i. dependent handicapped
 - ii. moderately mentally handicapped
 - iii. severely handicapped

- iv. physically handicapped
 - v. visually handicapped
 - vi. hearing impaired
 - vii. autistic
- b. High Incidence Categories:
- i. severe learning disabled
 - ii. mildly mentally handicapped
 - iii. severe behaviour
 - iv. rehabilitation

2. School Based Team

- a. For the purposes of this Article "school based team" shall include:
- i. current classroom teacher(s) and/or potential receiving teacher(s)
 - ii. a School Based Administrative Officer
 - iii. school resource room teacher/learning assistance teacher
- b. The "school based team" may include:
- i. District professional support personnel
 - ii. other professional personnel
 - iii. Superintendent of Schools or designate
 - iv. parents and/or advocate
 - v. the student
- c. The "school based team" meetings shall normally not be held during the classroom teacher's regular contact time with their students. Release time may be given to members of the "school based team" for meetings for the development and review of I.E.P.(s).

3. Identification/Referral

The identification and referral process for students under this Article shall be as follows:

- a. the classroom teacher shall refer the student(s) they consider to be "students with special needs" to the "school based team".
- b. the "school based team" will meet to discuss placement, relevant educational information, medical information and to determine the need for an Individual Educational Plan (I.E.P.).
- c. the "school based team" will refer, as necessary, the student(s) to the Superintendent of Schools or designate for assessment and identification.

- d. upon referral of a child from the "school based team" for an educational assessment, the referral shall be reviewed by the Superintendent or designate, who will make a decision on whether or not an assessment is required within ten (10) working days. Approval for an assessment shall not be unreasonably withheld.

Following the approval, no more than thirty (30) working days shall elapse before the completion of the assessment. The "school based team" will reconvene within ten (10) working days of receipt of the assessment to prepare an I.E.P.

- e. the receiving teacher shall be involved in the development of the Individual Educational Plan (I.E.P.) for the student with special needs who is to be included in their classroom. There shall be no requirement that the receiving teacher be solely responsible for the development of the I.E.P.
- f. No more than two (2) students with special needs, low incidence category, as defined in Article D.2.1 shall be placed in a regular classroom. When two (2) such students are placed according to this provision the class size shall not exceed the limit defined in Article D.1.1.
- g. No more than three (3) special needs students as defined in Article D.2.1 shall be placed in a single regular classroom unless such limitation will necessitate student relocation to a different school. Where more than two (2) special needs students are placed in a classroom, the placement of a third student with special needs will result in the reduction of the allowable class size (Article D.1.1) by one (1) student.

4. Pre-Service / In-Service

- a. Pre-Service - training or professional development which takes place prior to the introduction of a student with special needs into the regular classroom.
- b. In-Service - training and/or professional development which takes place after the introduction of a student with special needs into the regular classroom.

5. Support for Teachers of Students with Special Needs

Support as identified by the "school based team" and approved by the Superintendent of Schools or designate, shall be allocated to classrooms in which students with special needs are placed.

In most instances support identified by the "school based team" and approved by the Superintendent of Schools or designate shall be put in place prior to the placement of students with special needs in a regular classroom. In some instances it may be appropriate to make the placement and, as soon as possible, put the identified support, material, facilities, equipment and procedures in place.

- a. After consultation with the "school based team" and with the approval of the Superintendent of Schools or designate, teachers enrolling students with special needs as identified in D.2.1, will receive pre-service and/or in-service

training and release time to assist in the educational programming of these students. This support will be provided within instructional hours. Where this is not possible and the pre-service or in-service training occurs during the months of July and August, teachers will be paid in accordance with Article D.21 (EMPLOYMENT OF TEACHERS OUTSIDE OF SCHOOL YEAR).

Teacher participation in training programs held outside instructional hours shall be voluntary.

- b. Special consideration shall be given to "school based team" recommendations for Special Services Assistants' time and pre-service/in-service, as well as appropriate equipment, furnishings and facilities for teachers enrolling students with special needs as defined in Article D.2.1.
- c. Prior to the introduction of the special needs student into the regular class, clear procedures shall be established for the carrying out of fire and earthquake drills that expedite the evacuation and care of children who have special needs as defined in Article D.2.1.
- d. Intercommunication devices shall be provided in rooms where, in the opinion of the Superintendent or designate, emergency aid may be required.
- e. Students who have an identified medical need that requires special assistance for toileting shall be provided with a trained Special Services Assistant. This Assistant will be available for toileting, changing for physical education and participating in special events, during recess, lunch and instructional time. A trained replacement will be provided, as required, when the Special Services Assistant is absent from their duties.

6. Training for Teachers Teaching on Call (TTOCs)

The Board shall provide the opportunity for training, to those TTOCs who are interested in receiving training, which would enable them to serve in classrooms where students with special needs (as identified in Article D.2.1) are enrolled. This training shall be offered prior to September 30 of the current year and shall be done on the TTOCs own time.

7. Elementary Resource Room/Learning Assistance Teachers' Caseload

The maximum caseload number of students receiving direct instruction, or for whom the teacher is acting as "Case Manager" as designated by the school based Administrative Officer, shall not exceed thirty (30) at any one time. Direct instruction is defined as instruction given directly to students who have been specifically referred to the Resource Room program and for whom an instructional program has been developed. This direct instruction is given individually or in small groups either in the regular classroom or in the Resource Room.

It is recognized that the role of the Resource Room teacher includes direct instruction to students, informal and formal assessment, consultation and co-operative planning with teachers and associated professionals, Administrative Officers, and program administration.

ARTICLE D.3 NON-ENROLLING STAFFING RATIOS (P)

Note: This table is a summary of the provincial non-enrolling teacher staffing ratios and is provided for reference only. The parties must refer to Letter of Understanding No. 12 Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and Ancillary Language (“LOU No. 12”) in full when applying the ratios.

Where the ratio below is from a source other than LOU No. 12, it is a lower ratio and has replaced the ratio in LOU No. 12.

Position	Ratio	Source of ratio
Teacher Librarian	1:533 students	Agreement in Committee (1998)
Counsellors	1:693 students	LOU No. 12
Learning Assistance Teachers (LAT)	1:447 students	Agreement in Committee (1998)
Special Education Resource Teachers (SERT)	1:264 students	Agreement in Committee (1998)
English Second Language (ESL)/ English Language Learning (ELL)	1:74 ESL/ELL students	LOU No. 12

1. The Board will adhere to at least the following minimal library staffing guidelines:

Students	Teacher-Librarians
1-100	
101-400	0.5
401-700	1.0
701	1.5

2. Library aide time shall be allocated on an equitable basis. No school shall have its library aide time reduced in the term of this Agreement.

ARTICLE D.4 PREPARATION TIME (P)

- Each full-time elementary teacher shall receive 110 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.
- Effective July 1, 2023, each full-time elementary teacher shall receive 120 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.

3. Preparation time for part time teachers shall be provided in accordance with the Previous Collective Agreement.

LOCAL PROVISIONS

4. Hours of Work

- a. The instructional time shall be twenty-five (25) hours per week for full-time elementary teachers and twenty-seven and one-half (27.5) hours per week for middle school and secondary teachers.

5. Middle School and Secondary Preparation Time

- a. Full-time middle school and secondary teachers shall be entitled to twelve and one-half percent (12.5%) of total instructional time for purposes of preparation.

6. Definition of Preparation Time

- a. Preparation time shall be defined as unassigned time for which the teacher shall not be responsible for the instruction or supervision of students. This time may be used at the teacher's discretion for marking, lesson planning or development, preparation or duplication of materials, reporting, contact with parents, consultations, or any other tasks which are associated with the instruction of their students.

ARTICLE D.5 MIDDLE SCHOOLS (P)

1. Where there are no negotiated provisions concerning the implementation or operation of a middle school program, this article shall govern the implementation or operation of a middle school program in a school district.
2. Should the employer seek to establish a middle school program in one or more schools in a district, the employer and the local shall meet, no later than ten (10) working days from a decision of the employer to implement a middle school program, in order to negotiate any alternate or additional provisions to the Collective Agreement which are necessary to accommodate the intended middle school program.
3. In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.
4. If the employer and the local are unable to agree on what, if any, alternate or additional provisions of the Collective Agreement are necessary to accommodate the

intended middle school program(s), either party may refer the matter(s) in dispute to expedited arbitration for final and binding resolution pursuant to Article D.5.5 below.

5. a. The jurisdiction of the arbitrator shall be limited to the determination of alternate or additional provisions necessary to accommodate the intended middle school program(s).
 - b. In the event the arbitration is not concluded prior to the implementation of the middle school program, the arbitrator will have remedial authority to make appropriate retroactive modifications and adjustments to the agreement.
 - c. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - i. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - ii. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - iii. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - iv. The hearing shall commence within a further ten (10) working days; and
 - v. The arbitrator shall render a final and binding decision within fifteen (15) working days of the arbitration concluding.
6. Where a middle school program has been established on or prior to ratification of the 2006-2011 Provincial Collective Agreement, the existing provisions shall be retained unless the parties mutually agree that they should be amended.

ARTICLE D.6 ALTERNATE SCHOOL CALENDAR (P)

1. In this article, an alternative school calendar is a school calendar that differs from the standard school calendar as specified in Schedule 1 (Supplement) of the *School Calendar Regulation 114/02*.
2. When a school district intends to implement an alternate school calendar, written notification shall be provided to the local no later than forty (40) working days prior to its implementation. The employer and the local shall meet within five (5) working days following receipt of such notice to negotiate modifications to the provisions of the agreement that are directly or indirectly affected by the proposed change(s). The aforesaid modifications shall preserve, to the full legal extent possible, the original intent of the agreement.

3. The process outlined below in Article D.6.4 through Article D.6.7 applies only to modifications to the school calendar that include a four-day school week, a nine-day fortnight, or a year round calendar.
4. If the parties cannot agree on the modifications required, including whether or not a provision(s) is/are directly or indirectly affected by the proposed alternate school calendar, the matter(s) in dispute may be referred, by either party, to expedited arbitration pursuant to Article D.6.6 below for final and binding resolution.
5. The jurisdiction of the arbitrator shall be limited to the modifications of the agreement necessary to accommodate the alternate school calendar.
6. In the event the arbitration is not concluded prior to the implementation of the alternate school calendar, the arbitrator will have remedial authority to make retroactive modifications and adjustments to the agreement.
7. The arbitration shall convene within thirty (30) working days of referral to arbitration in accordance with the following:
 - a. Within ten (10) working days of the matter being referred to arbitration, the parties shall identify all issues in dispute;
 - b. Within a further five (5) working days, there shall be a complete disclosure of particulars and documents;
 - c. Within a further five (5) working days, the parties shall exchange initial written submissions;
 - d. The hearing shall commence within a further ten (10) working days; and
 - e. The arbitrator shall render a final and binding decision within a further fifteen (15) working days.
8. Where an alternate school calendar has been established prior to the ratification of the Collective Agreement, existing agreements that accommodate the alternate school calendar shall be retained unless the parties agree that they should be amended.

Note: BCTF will provide a list of acceptable arbitrators from the current list of arbitrators available through the Collective Agreement Arbitration Bureau.

ARTICLE D.20 REGULAR WORK YEAR FOR TEACHERS (P)

1. The annual salary established for employees covered by this Agreement in Article B.1 (SALARY) shall be payable in respect of the teachers' regular work year, which shall be as follows:

- a. The prescribed school calendar shall be those days in session prescribed by the Minister of Education inclusive of:
 - i. five (5) days for Professional Development;
 - ii. one (1) year end administrative day;
 - iii. five (5) consecutive instructional days, immediately following opening day, for Kindergarten teachers to phase in Kindergarten pupils;
 - iv. one (1) additional half day per reporting period for teachers enrolling two (2) Kindergarten classes;
 - v. Opening Day – the first day of the school calendar will be a day for organization and instruction with students in attendance for a maximum of two (2) hours;
 - vi. four (4) one hour early dismissals for parent-teacher conferencing.

These days will be jointly planned by the School District and the Union. These days will be coordinated within each community.

ARTICLE D.21 EMPLOYMENT OF TEACHERS OUTSIDE OF SCHOOL YEAR (P)

- 1. Where the Board requires a teacher to work outside of the prescribed school days as indicated in Article D.20 (REGULAR WORK YEAR FOR TEACHERS), that employee shall be remunerated in accordance with this section for the days worked.
- 2. Attendance at the orientation day(s), provided for in Article A.23 (STAFF ORIENTATIONS) prior to the commencement of the school year shall not be considered to result in compensation under this Article.
- 3. Attendance of teachers at the request of the Superintendent, or designate, for work under this Article shall be remunerated at 1/195 of the annual rate of pay for each day (6 hours) worked. Compensation shall be pro-rated for shorter periods. Compensation for summer school teachers shall be as determined in Article B.29 (SUMMER SCHOOL PAYMENT).
- 4. a. Special Responsibility Allowances, including Department Head Allowances and Middle School Team Leader Allowances, will be considered to provide compensation for preparatory work which may be required during July and August for the ensuing School Year. However, circumstances may require considerable extra work during the summer months. Upon prior approval by

the Superintendent of Schools, special consideration will be given to a Department Head or Middle School Team Leader who is required to work:

- i. in setting up new facilities;
 - ii. planning for an extra-ordinary influx of students;
 - iii. other extenuating circumstances.
- b. The rate of pay for these circumstances will be 1/195 of the Department Head's or Middle School Team Leader's annual salary but not including Department Head or Middle School Team Leader Allowance for each day (6 hours) worked.
5. Teachers may take time off which is equivalent to all or part of the time worked in lieu of salary, at such time as determined at the discretion of the Superintendent.
6. It is understood that attendance by teachers during July and August is voluntary.

ARTICLE D.22 POSITIONS OF SPECIAL RESPONSIBILITY (L)

1. Acceptance of Positions

- a. Acceptance of positions of special responsibility is voluntary.

2. Job Descriptions

- a. The Board shall, in consultation with the Union, prepare job descriptions for all Positions of Special Responsibility, including, but not limited to, Head Teachers, Department Heads, Coordinators, and Teachers in Charge.

3. New Positions

- a. The Board, in consultation with the Union, shall prepare a new job description whenever a new Position of Special Responsibility is created or whenever the duties of any such position are significantly changed or increased. When such a position is created or significantly changed, the allowance shall be subject to negotiations between the Board and the Union. Agreement on such allowance is subject to the written approval of the BCTF and BCPSEA pursuant to *PELRA*. The Board may set an interim allowance.

4. Elimination of Positions

- a. Existing Positions of Special Responsibility shall not be eliminated from the Agreement.

5. **Failure to Agree**

- a. Where the Board and the Union cannot agree on allowances for new Positions of Special Responsibility, or on elimination or change of such a position, the dispute shall be referred to a Board of Arbitration as outlined in Article A.6 (GRIEVANCE PROCEDURE).

ARTICLE D.23 DEPARTMENT HEADS AND MIDDLE SCHOOL TEAM LEADERS (L)

1. **Role of the Department Head**

- a. The role of a Department Head is to provide integral leadership in the improvement of instruction, recognizing that involvement of school staff in decision-making processes is progressive.

2. **Assignment of Points**

- a. All Department Head positions shall be based upon points.
- b. Department Head Level I shall be allotted one (1) point, and Department Head Level II shall be allotted two (2) points.
- c. The distribution of points for schools shall be made by the Superintendent of Schools. Based on the premise that as school size increases, so do the responsibilities for Department Head work, the following is the minimum schedule of points for secondary schools:

i.	Enrolment	Point Allocation
	201-400	7
	401-600	11
	601-800	14

- ii. Plus one (1) point for each school with senior secondary courses.

3. **Selection of Department Head**

- a. The Administrative Officer, in consultation with the teaching staff of the school, shall determine the departmental structure of the school and the selection procedure to be used.
 - i. Such structure shall include the number of subject departments or curriculum divisions and the level (I or II) of the department.

- b. Each department shall select its own Department Head subject to the approval of the Administrative Officer. Such approval shall not be withheld, save for just and reasonable cause.
 - i. If the Administrative Officer does not approve the selection by any department or division, the Administrative Officer shall meet to resolve the difference with the department or division involved.
 - ii. The Administrative Officer shall notify the Board with a list of people named as Department Heads, indicating level, by May 31 of each year.
- c. The appointment shall terminate automatically on June 30, and appointments for the following school year shall be made by May 31.
- d. The Board shall pay Department Heads in secondary schools in accordance with Article B.26.2 (ALLOWANCES).

4. **Job Descriptions: Department Heads**

- a. Department Heads should possess the academic qualifications, energies, organizational abilities, and successful teaching experience to enable them to give leadership and assistance to their colleagues.
- b. The function of the Department Head is to assist the Administrative Officer by providing leadership within specific subject area.

c. **Department Head Level I**

Department Head Level I shall, in consultation with other members of the department, and, under the direction of the School Principal:

- i. act as a communication agent with the administration on matters relating to the department;
- ii. co-ordinate the needs of the department;
- iii. be aware of, and acquaint members of the department with, course changes, Ministerial circulars, supplementary texts, and teaching aids;
- iv. co-ordinate the distribution of funds in the departmental budget;
- v. co-ordinate the ordering, invoicing, and distribution of departmental supplies;

- vi. be responsible for maintaining an annual inventory of all equipment and non-expendable supplies;
- vii. offer recommendations in the ordering of textbooks and resource materials for the department;
- viii. co-ordinate departmental testing schedules, where applicable;
- ix. acquaint new teachers with staff, school facilities, and all matters related to the course assignment;
- x. give input concerning course offerings, scheduling of, and all matters relating to timetabling;
- xi. co-ordinate the placement of student teachers within the department;
- xii. act as an inter-departmental liaison;
- xiii. assume, after consultation, other related duties as determined by the Principal, excepting, on a regular basis, those specifically assigned to a Department Head – Level II.

d. **Department Head Level II**

Department Head Level II shall, in consultation with other members of the department, and under the direction of the School Principal, carry out all the duties and assume all the responsibilities of Department Head Level I; in addition they will have the following responsibilities:

- i. define the departmental philosophy and to revise it as the educational needs change;
- ii. be responsible for curriculum development, implementation, and revision;
- iii. identify the contents of the curriculum and state it in terms of objectives and learning outcomes;
- iv. ensure that the curriculum is sequential to the various grade levels;
- v. ensure that the learning outcomes within a given course are consistent with the course objectives;
- vi. co-ordinate all District and Provincial testing programs for the department;

- vii. assume responsibility for all related committee work and reports that occur for the preceding;
- viii. co-ordinate pupil evaluation procedures and to implement them in a uniform manner within the department;
- ix. act as an inter-school liaison on departmental matters;
- x. assist in the initiation, definition, and organization of any locally developed courses within the department;
- xi. report to the School Board on any matters concerning the department in lieu of the Principal.

5. Selection of Middle School Team Leader

- a. Each team shall select its own Team Leader subject to the approval of the Administrative Officer. Such approval shall not be withheld, save for just and reasonable cause.
 - i. If the Administrative Officer does not approve the selection by any team, the Administrative Officer shall meet to resolve the difference with the team involved.
 - ii. The Administrative Officer shall notify the Board with a list of people named as Middle School Team Leaders, prior to the final administrative day of each year.
- b. The appointment shall terminate June 30, and appointments for the following school year shall be made no later than the final administrative day.

ARTICLE D.24 TEACHER IN CHARGE (P)

- 1. A teacher may be appointed as a Teacher In Charge in accordance with this Article.
- 2. In the event that all Administrative Officers assigned to the school are absent from the school, the Teacher In Charge may be requested by the Administrative Officer or Superintendent to assume the duties specified in this clause.
- 3. The Teacher In Charge, when requested to act, shall attend to ensuring that routine supervision adequate to secure the safety of students and security of the school is maintained, and shall deal only with emergent matters as they may arise, with required assistance from the Board Office.

4. While acting as a Teacher In Charge, the teacher is covered by all terms and conditions of this Agreement.
5. Where absences of Administrative Officers continue for more than five (5) consecutive school days, the Teacher In Charge will assume all administrative duties, excluding only formal evaluation of instruction and personnel.
6. Whenever possible the Teacher In Charge shall be selected from those teachers who have expressed an interest in performing this function. A teacher has the right to refuse to act as a Teacher In Charge except in emergencies.
7. Where the appointment of a Teacher In Charge is less than one (1) day a replacement may be provided, but where the anticipated appointment is for one (1) or more days a replacement shall be provided to relieve the Teacher In Charge of regular teaching duties for the duration of the appointment.

ARTICLE D.25 TEACHER TEACHING ON CALL (TTOC) TEACHING ASSIGNMENT (P)

1. Normally when a teacher is absent from a school, a Teacher Teaching on Call (TTOC) shall be employed to replace that teacher.
2. Teachers, except TTOCs, and those teachers whose assignment is that of permanent TTOC shall not be required:
 - a. to perform the tuition or instructional duties of a teacher who is absent;
 - b. to supervise the students of a teacher who is absent except in emergency situations.
3. The TTOC shall be required to assume only the duties of the teacher the TTOC is replacing, except in emergency situations.
4. The TTOC shall perform the routine instructional duties, including marking and preparation arising during the period of substitution, as directed by the teacher they are replacing, or, where no duties have been assigned, such duties as may be assigned by the Administrative Officer.
5. In the event that a TTOC's assignment is interrupted by the return of a teacher who subsequently is absent within one (1) working day and the TTOC is reassigned, the assignment shall proceed as if it has not been broken for salary or contract provisions which depend upon the length of assignment.
6. A TTOC's service shall not be considered broken by:

- a. a non-instructional day (which shall not be considered a paid day of work for a TTOC);
- b. the TTOC's illness of one (1) day or less;
- c. an incapacity on the part of the TTOC's as the result of an accident occurring in the performance of TTOC's duties;
- d. a strike or lockout.

ARTICLE D.26 HEALTH AND SAFETY (L)

- 1. There shall be a District Health and Safety Committee.
- 2. The District Health and Safety Committee shall be composed of up to six (6) members chosen by and representing the employee groups and up to six (6) members chosen by and representing the Board. In no case shall the employer's representatives outnumber those of the employees.
- 3. The chairperson and secretary shall be elected from and by the members of the District Health and Safety Committee. Where the chairperson is an employer member, the secretary shall be an employee member and vice versa.
- 4. The District Health and Safety Committee shall meet regularly and review and recommend on matters either raised or referred to that pertain to health and safety.
- 5. The District Health and Safety Committee shall assist in creating a safe and healthy place of work and learning.
- 6. The District Health and Safety Committee and the Union shall be notified immediately of each accident or injury.
- 7. The District Health and Safety Committee shall:
 - a. determine that regular inspections of the places of employment are carried out as required by Regulation 8.08 of the Industrial Health and Safety Regulations, Workers' Compensation Board of British Columbia;
 - b. upon request, review provision of health services as outlined in the *School Act*;
 - c. recommend measures required to attain compliance with the *School Act*, the Industrial Health and Safety Regulations and the Workers' Compensation Board of British Columbia; including the recommended correction of hazardous conditions;

- d. consider recommendations from site committees and recommend implementation where warranted;
 - e. hold no less than five (5) meetings per year at mutually agreeable times, dates, and locations. Additional meetings may be requested by the Union or the Board. If meetings are held during school hours, release time at Board expense shall be allowed for teachers who are members of the District Health and Safety Committee.
8. The District Health and Safety Committee shall review:
- a. reports of current accidents, their causes, and means of prevention;
 - b. remedial action taken or required by the reports of investigations and inspections;
 - c. any other matters pertinent to health and safety.
9. The District Health and Safety Committee shall maintain minutes of the meetings and circulate these minutes to the appropriate parties, within ten (10) calendar days.
10. Classes shall be conducted in accessible and well-maintained facilities that are clean and have appropriate heating, ventilation, lighting, and sound levels, that are safe for teachers.
11. The District recognises a teacher's right to refuse unsafe work as per WorkSafe BC regulations.
12. The employer will ensure all Health and Safety bulletin boards in staff rooms have information on how to access the WorkSafe BC website.
13. Where the situation is of immediate danger to the teacher or students, the teacher shall act judiciously to mitigate the danger and then report the situation to the appropriate Administrative Officer.
14. Other specific health and safety problems shall be reported to the appropriate Administrative Officer and may also be referred to the Health and Safety Committee through the site committee.
15. Teacher involvement in administering medication to students shall be:
- EXCEPT IN EMERGENCY SITUATIONS, teachers, on a volunteer basis, should administer (or supervise the self-administration of) medications to pupils only if the following conditions are met:
- a. the medication is required while the child is attending school;

- b. a parent has requested the school’s assistance and has signed a release concerning administration by the teacher;
 - c. written authorization has been received from an attending physician;
 - d. the Public Health Nurse has been informed so that they may complete a medic alert card;
 - e. the teacher has received adequate instructions from the Public Health Nurse concerning the administration of the medication.
16. The Board shall provide in each school a supply of disposable gloves, disinfectant and a biohazard, bodily fluids, blood, and vomit kit.
17. The Board will ensure that the Workplace Hazardous Materials Information System (WHMIS) will be implemented at all school sites and work places in the School District.

ARTICLE D.27 STAFF MEETINGS (L)

1. Notice

- a. At least seven (7) days notice of regular staff meetings shall be given, including an agenda of items known at that time.

2. Agenda

- a. All staff members shall have the right to place items for consideration on the staff meeting agenda.

3. Minutes

- a. Written minutes of staff meetings shall be kept and circulated to all staff members within seven (7) days of the staff meeting.

4. Attendance

- a. Teachers shall not be required by the school or District Administration to attend regular staff meetings:
 - i. more frequently than once per month except in emergencies;
 - ii. which commence prior to one (1) hour before classes begin or which conclude later than one and one-half (1 ½) hours after dismissal of pupils;

- iii. during recess or during the noon intermission.
- b. Attendance at staff meetings other than regular or emergency meetings shall be voluntary.
- c. Regular staff meetings shall only be scheduled on school days in session.

ARTICLE D.28 EXTRA-CURRICULAR ACTIVITIES (L)

- 1. Extra-curricular activities and programs are defined as being those aspects of a pupil's school life which are beyond the activities relating to provincially and locally established curriculum.
- 2. It is recognized by the Board and the Union that extra-curricular activities are assumed by a teacher on an individual voluntary basis.
- 3. While involved in Board or school sanctioned extra-curricular activities, teachers shall be considered to be acting in the employ of the Board for the purposes of the Board's liability insurance coverage.

ARTICLE D.29 SUPERVISION AND TRANSPORTATION OF STUDENTS (P & L)

1. Supervision (P)

- a. Teachers shall not be required to supervise pupils during the regularly-scheduled noon intermission. The Union recognizes that teachers are required to provide assistance to students in emergency situations.
- b. A teacher's other supervision duties shall not exceed forty-five (45) minutes in one week.

2. Transportation of Students (L)

- a. Except as agreed to in job descriptions or as may be outlined in the *School Act* or Regulations, teachers shall not be required to provide transportation to students in their personal vehicles.

ARTICLE D.30 LOCAL INVOLVEMENT IN BUDGET PROCESS (L)

- 1. The Board shall provide opportunity for the Union to make budget submission(s) to the committee responsible for budget preparation during preparation of the draft budget, prior to its submission to the Board.

ARTICLE D.31 HOME EDUCATION (P)

1. A teacher assigned responsibility for providing educational services to home schooled students, as defined in the *School Act* and Regulations, shall be given reasonable time to provide such services within their weekly instructional assignment. A student so assigned will count as 1.0 F.T.E. student for the purposes of Article D.1 (CLASS SIZE AND TEACHER WORKLOAD).

SECTION E – PERSONNEL PRACTICES

ARTICLE E.1 NON-SEXIST ENVIRONMENT (P)

1. A non-sexist environment is defined as that in which there is no discrimination against employees based on sex, gender identity or expression, including by portraying them in gender stereotyped roles, refusing to acknowledge their identity, or by omitting their contributions.
2. The employer does not condone and will not tolerate any expression of sexism. In September of each school year the employer and the local shall jointly notify administrative officers and staff, in writing, of their commitment to a non-sexist environment.
3. The employer and the local shall promote a non-sexist environment through the development, distribution, integration and implementation of anti-sexist educational programs, activities, and learning resources for both staff and students.
4. Prior to October 31st of each school year, principals or vice-principals will add to the agenda of a regularly scheduled staff meeting a review of anti-sexist educational programs, activities and learning resources.

ARTICLE E.2 HARASSMENT/SEXUAL HARASSMENT (P)

General

1. The employer recognizes the right of all employees to work, to conduct business and otherwise associate free from harassment or sexual harassment, including harassment based on the grounds in the *Human Rights Code* of BC.
2. The employer considers harassment in any form to be totally unacceptable and will not tolerate its occurrence. Proven harassers shall be subject to discipline and/or corrective actions. Such actions may include:
 - a. counselling;
 - b. courses that develop an awareness of harassment;
 - c. verbal warning, written warning, transfer, suspension or dismissal.
3. No employee shall be subject to reprisal, threat of reprisal or discipline as the result of filing a complaint of harassment or sexual harassment which the complainant reasonably believes to be valid.

4. There will be no harassment and/or discrimination against any member of the local because they are participating in the activities of the local or carrying out duties as a representative of the local.
5. All parties involved in a complaint agree to deal with the complaint expeditiously and to respect confidentiality.
6. The complainant and/or the alleged offender, if a member(s) of the Local, may at the choice of the employee be accompanied by a representative(s) of the Local at all meetings in this procedure.

Definitions

7. Harassment includes:
 - a. any improper behaviour that would be cruel and/or offensive to any reasonable person, is unwelcome, and which the initiator knows or ought reasonably to know would be unwelcome; or
 - b. objectionable conduct, comment, materials or display made on either a one-time or continuous basis that would demean, belittle, intimidate, or humiliate any reasonable person; or
 - c. the exercise of power or authority in a manner which serves no legitimate work purpose and which a person ought reasonably to know is inappropriate; or
 - d. misuses of power or authority such as exclusion, intimidation, threats, coercion and blackmail; or
 - e. sexual harassment.
8. Sexual harassment includes:
 - a. any comment, look, suggestion, physical contact, or real or implied action of a sexual nature which creates an uncomfortable working environment for the recipient, made by a person who knows or ought reasonably to know such behaviour is unwelcome; or
 - b. any circulation or display of visual or written material of a sexual nature that has the effect of creating an uncomfortable working environment; or
 - c. an implied promise of reward for complying with a request of a sexual nature; or
 - d. a sexual advance made by a person in authority over the recipient that includes or implies a threat or an expressed or implied denial of an opportunity which would otherwise be granted or available and may include a reprisal or a threat of reprisal made after a sexual advance is rejected.

Resolution Procedure

9. Step 1 – Informal Resolution Process

Note: Step 1 (Informal Resolution Process) is not required in order to proceed to Step 2 (Formal Complaint Process).

- a. At any point in the Informal Resolution Process, should the administrator determine that a formal process is required, they will stop the informal process and inform the complainant and respondent in writing.
- b. The complainant may choose to speak to or correspond directly with the alleged harasser to express their feelings about the situation.
- c. Before proceeding to Step 2, the complainant may approach their administrative officer, staff representative or other contact person to discuss potential means of resolving the complaint and to request assistance in resolving the matter. The assistance may include the administrative officer meeting with the alleged harasser to communicate the concern and the request that the behaviour stop. If the matter is resolved to the complainant's satisfaction the matter is deemed to be resolved.
- d. If the matter is not resolved, the administrator may meet with the complainant and respondent separately, and may invite them to participate in a facilitated discussion. All parties involved must agree to respect confidentiality.
- e. In the circumstances where a respondent has acknowledged responsibility, the employer may advise the respondent in writing of the standard of conduct expected by the employer. Such a memo shall be non-disciplinary in nature and may be referred to only to establish that the respondent has been advised of the expected standard of conduct.

10. Step 2 – Formal Complaint Process

- a. If a complainant chooses not to meet with the alleged harasser, or no agreement for resolution of the complaint has been reached, or an agreement for resolution has been breached by the alleged harasser, a complaint may be filed with the superintendent or designate.
- b. The complaint should include a description of the specific incident(s) that form the basis of the complaint and the definitions of sexual harassment/harassment which may apply; however, the form of the complaint will in no way restrict the investigation or its conclusions.
- c. The complainant may request that the employer consider an alternative dispute resolution process to attempt to resolve the complaint.
- d. The employer shall notify in writing the alleged harasser of the complaint and provide notice of complaint or investigation.

- e. In the event the superintendent is involved either as the complainant or alleged harasser, the complaint shall, at the complainant's discretion, be immediately referred to either BCPSEA or a third party who shall have been named by prior agreement of the employer and the local who shall proceed to investigate the complaint in accordance with Step 3 and report to the board.

11. Step 3 – Formal Resolution Process

- a. The employer shall review the particulars of the complaint as provided by the complainant pursuant to Article E.2.10.a. The employer may request further particulars from the complainant, including information about any requested alternative dispute resolution process. Upon the conclusion of such a review, the employer shall:
 - i. initiate an investigation of the complaint and appoint an investigator pursuant to Article E.2.11.c below, or;
 - ii. recommend mediation or other alternative dispute resolution processes to resolve the complaint.
- b. Should the complainant not agree with the process described in Article E.2.11.a.ii, the employer shall initiate an investigation. The employer shall provide notice of investigation.
- c. The investigation or other formal resolution process shall be conducted by a person who shall have training and/or experience in investigating complaints of harassment.
- d. The complainant may request an investigator, mediator or facilitator who:
 - i. is of the same gender as the complainant;
 - ii. is Indigenous, and/or has cultural knowledge and sensitivity if a complainant self-identifies as Indigenous;
 - iii. is a person of colour if the complainant is a person of colour.

Where practicable the request(s) will not be denied.

- e. Where there is an investigation, the investigation shall be conducted as soon as is reasonably possible and shall be completed in twenty (20) working days unless otherwise agreed to by the parties, such agreement not to be unreasonably withheld.
- f. Participation in mediation or an alternative dispute resolution process (per Article E.2.11.a.ii) shall not preclude an employee from making a new complaint should the harassment continue or resume following this process.

Remedies

12. Where the investigation determines harassment has taken place, the complainant shall, when appropriate, be entitled to but not limited to:
 - a. reinstatement of sick leave used as a result of the harassment;
 - b. any necessary counselling where EFAP services are fully utilised or where EFAP cannot provide the necessary services to deal with the negative effects of the harassment;
 - c. redress of any career advancement or success denied due to the negative effects of the harassment;
 - d. recovery of other losses and/or remedies which are directly related to the harassment.
13. Where the investigator has concluded that harassment or sexual harassment has occurred, and the harasser is a member of the bargaining unit, any disciplinary sanctions that are taken against the harasser shall be done in accordance with provisions in the agreement regarding discipline for misconduct.
14. The local and the complainant shall be informed in writing whether there was a finding of harassment, and whether disciplinary action was or was not taken.
15. If the harassment results in the transfer of an employee it shall be the harasser who is transferred, except where the complainant requests to be transferred.
16. If the employer fails to follow the provisions of the Collective Agreement, or the complainant is not satisfied with the remedy, the complainant may initiate a grievance at Step 3 of Article A.6 (Grievance Procedure). In the event the alleged harasser is the superintendent, the parties agree to refer the complaint directly to expedited arbitration.

Training

17. The employer, in consultation with the local, shall be responsible for developing and implementing an ongoing harassment and sexual harassment awareness program for all employees.

Where a program currently exists and meets the criteria listed in this agreement, such a program shall be deemed to satisfy the provisions of this article. This awareness program shall be scheduled at least once annually for all new employees to attend.

18. The awareness program shall include but not be limited to:
 - a. the definitions of harassment and sexual harassment as outlined in this Agreement;

- b. understanding situations that are not harassment or sexual harassment, including the exercise of an employer's managerial and/or supervisory rights and responsibilities;
- c. developing an awareness of behaviour that is illegal and/or inappropriate;
- d. outlining strategies to prevent harassment and sexual harassment;
- e. a review of the resolution procedures of Article E.2;
- f. understanding malicious complaints and the consequences of such;
- g. outlining any Board policy for dealing with harassment and sexual harassment;
- h. outlining laws dealing with harassment and sexual harassment which apply to employees in B.C.

ARTICLE E.20 VACANCIES AND HIRING PROCEDURES (L)

1. “Vacancy” means an existing or newly-created teaching assignment/position, of more than twenty (20) days, intended by the Board to be filled, to which a teacher is not assigned.
 - a. All known vacancies occurring between September 1 and June 30 shall be advertised in all schools and centres of the School District for five (5) working days prior to the closing date for applications. Positions becoming vacant in July and August shall be advertised for five (5) calendar days in the Board office. A copy of all such advertisements shall be sent to the Union office. Where a vacancy has not been properly advertised pursuant to the above, a teacher shall have the right to have their application considered after the closing date for applications.
 - b. Description of the position to be filled, including subject area(s), grade level(s) for secondary/middle schools, or primary/intermediate for elementary schools for elementary schools, work location(s) and/or community(s), full time or specified part-time, closing date for application, start date for the position, and if applicable, end date and any other salient description information shall be included in all postings.
 - c. If the description of a job referred to in E.20.1.a is significantly altered, in which case it shall be re-advertised, or if a position is withdrawn, all applicants for the original position shall be notified. When reposting a vacancy, all previous posting number(s) shall be indicated on the new posting.
 - d. Vacancies shall be filled in a timely manner, following the closing date for applications.

- e. All applicants for positions referred to in paragraphs (a) and (b) shall be notified of the appointment made as soon as the decision has been made and the position accepted. Such notification may be provided to unsuccessful candidates, and copied to the Union via email.
- f. The Board shall fill vacancies other than those for Positions of Special Responsibility in the following priority, provided that the teacher has the necessary qualifications to perform the duties of the vacant position.
 - i. Teachers returning from a leave of absence from the vacant position under Article G.24 (LEAVE OF ABSENCE - RETURN).
 - ii. Teachers on continuing contract transferred on the initiative of the Board, subject to Article E.21.1 (TRANSFERS INITIATED BY THE SCHOOL BOARD).
 - iii. Teachers on continuing contract who have been transferred on the initiative of the Board within the last twenty-four (24) months and are requesting transfer back to their original grade level, school, or community of residence.
 - iv. Teachers on continuing contract requesting a transfer or additional assignments, subject to Article E.21.2 (TRANSFERS INITIATED BY THE TEACHER).
 - v. Teachers on the recall list under Article C.20 (LAY-OFF - RECALL - SEVERANCE PAY).
 - vi. Temporary teachers with more than ten (10) months cumulative service in the employment of the Board and with satisfactory teaching experience under Article C.22.1 and C.22.2 (TEACHER PERFORMANCE APPRAISALS).
 - vii. Temporary teachers with satisfactory teaching experience under Article C.22.1 and C.22.2 (TEACHER PERFORMANCE APPRAISALS).
 - viii. Teachers with satisfactory Teacher Teaching on Call (TTOC) teaching experience as indicated by a Teacher(s) Teaching on Call Performance Appraisal done in accordance with Article C.23 (TTOC PERFORMANCE APPRAISAL).
 - ix. Other temporary teachers.
 - x. Other Applicants.

[NOTE: See also Article C.20.3.a. (LAY-OFF - RECALL - SEVERANCE PAY)]

- g. Interviewees shall be informed of the nature of the assignments, the expectations of the Board and of the school, and of the learning, working, and living conditions in the District, prior to appointment.
- h. An employee shall be entitled to rely on a representation of the Superintendent, Assistant Superintendent, Director of Instruction, Secretary Treasurer, or Administrative Officer that an appointment has been made and the terms of such offer or appointment.
- i. Teachers newly assigned to a school staff shall receive clear explanations from their Principal or designated supervisor of the practices and procedures of the school or facility.
- j. The Board shall confirm an offer of appointment in writing or by electronic medium.
- k. Members who accept a temporary position posted as a Return of the Incumbent which fulfils their FTE entitlement shall have the ability to apply for other positions only when the incumbent teacher returns to their position.
- l. If a Return of the Incumbent position changes to a Graduated Return to Work position, the job shall be reposted. The member in the Return of the Incumbent position, may apply for the Graduated Return to Work position.
- m. Members who accept a temporary position posted as a Graduated Return to Work provision which fulfils their FTE entitlement shall have the ability to apply for other positions only when the incumbent teacher returns to their position full-time, or the Graduated Return to Work drops below the teacher's FTE entitlement.

2. Summer Month Vacancies

- a. During the months of July and August, all teaching vacancies will be posted on the Coast Mountains School District website for five (5) days or more. Teachers wishing more information on vacancies may contact the Human Resources Department directly.

ARTICLE E.21 TRANSFER OF TEACHERS (L)

1. Transfers Initiated by the School Board

- a. For the purposes of this Article, "seniority" shall have the same definition as for Article C.20 (LAY-OFF - RECALL - SEVERANCE PAY).

b. **General Process**

- i. Transfers shall not be used as a disciplinary measure, or for the sake of change or rotation only.
- ii. All transfers, except the transfer of a teacher from their community of residence, should be complete by May 1 for transfers effective September 1.
- iii. The transfer of a teacher from their community of residence shall require a notice period of:
 1. April 30 for transfers effective September 1;
 2. September 30 for transfers effective January 1;
 3. four (4) months notice for other effective dates of transfer unless the teacher agrees in writing with the proposed transfer at an earlier date.
- iv. Transfers should be made only after full consideration of the teacher's personal professional goals and a full discussion with the teacher of the reasons for the transfer.
 1. Discussion with the teacher regarding reasons for the transfer shall occur prior to the notice dates given in Article E.21.1.b.ii and E.21.1.b.iii above;
 2. The discussion shall include the teacher, the Administrative Officer of the school in which the teacher is currently assigned, and the Superintendent of Schools or designate;
 3. The teacher shall be entitled to have a colleague accompany them during the discussion.
- v. The teacher shall be notified in writing of the transfer and the reasons thereto.

c. **Implementation**

- i. When the Board determines that it is necessary to implement a Board initiated transfer:
 1. From the staff of a school:

- a. unless agreement is reached to the contrary with a teacher of the staff, the teachers retained on the active teaching staff of a school shall, be those who have the greatest District seniority in that school provided that they possess the necessary qualifications for the positions available, provided that in so doing, such a teacher has no right to claim more than their current percentage of time employed and that the Board is not required to split a particular assignment between two or more teachers.
- 2. From a community of residence:
 - a. The five recognized communities of residence are:
 - Hazelton
 - Kitimat
 - Kitwanga
 - Stewart
 - Terrace/Thornhill
 - b. Unless agreement is reached to the contrary with a teacher in the community of residence, the teachers to be retained on the active teaching staff in the community of residence shall be those who have the greatest District seniority in that community of residence provided they possess the necessary qualifications for the positions available, and provided that in so doing the Board is not required to split a particular assignment between two or more teachers. The transfer will not occur if there is a qualified teacher who is willing to transfer voluntarily.
- ii. A teacher transferred by Board initiative from a teaching position in one community of residence to another shall have the right to elect severance/recall according to Article C.20 (LAY-OFF-RECALL-SEVERANCE PAY).
 - 1. Teachers electing this option must inform the Board, in writing, within seventy-two (72) hours of receipt of the notice of transfer.
- iii. Teachers who must transfer to a different community of residence in order to retain their percentage of time employed may be offered a position at a lesser percentage of time and for a specified period of time in their community of residence. Such an offer/acceptance shall

normally be for one (1) full year and at the end of a period specified, the teacher shall, for purposes of placement rights in the succeeding school year, be considered to have returned to their former percentage of time worked.

- iv. Transfers initiated by the Board shall take precedence over all other transfers.
- v. A teacher transferred into a school shall assume District seniority rights within that school on the first day following expiration of their seniority rights in their previous school.
- vi. A teacher transferred out of a school shall retain District seniority rights within that school up to the last day they are scheduled to work in that school.
- vii. A teacher who is transferred for reasons of projected enrolment decline, position reduction, or other such factor shall have the opportunity of returning forthwith to the position previously held or, with the agreement of the teacher, no later than the beginning of the next school year, in the event that the projected factors do not materialize, subject to Article C.21 (APPOINTMENT AND ASSIGNMENTS).
- viii. The Board may transfer a teacher under Article E.21.1.c.i.1 and E.21.1.c.i.2, or in cases of an elementary/secondary school from elementary to secondary and vice versa, only if:
 - 1. there remain no vacancies in the teacher's existing grade level or subject area for which the teacher has the necessary qualifications;
 - 2. the teacher has the least District seniority among teachers in their existing grade level or subject area;
 - 3. the Board provides, upon request, up to three (3) days release time for the purpose of observation and orientation in the new assignment.

2. Transfers Initiated by the Teacher

- a. Teachers from within the District who propose transfer to an advertised teaching position shall receive preferential consideration over applicants from outside the District.

- b. If a teacher wishes to receive a transfer to another assignment within the District, the teacher shall submit the request in writing, with reasons indicated, to the Superintendent by March 1.
- c. If the request for transfer is granted, the teacher shall be notified within forty-eight (48) hours of the decision being made with confirmation to follow in writing.
- d. If the request for transfer to an advertised teaching position is not granted, the teacher shall be notified within forty-eight (48) hours of the decision being made with confirmation to follow in writing.
- e. If the request for transfer cannot be effected, the teacher shall be notified in writing prior to June 15th.
- f. If the teacher so requests, the teacher shall be given reasons why the transfer was not effected.
- g. The teacher may request a meeting with the Superintendent or designate within seven (7) days of the above notification to discuss the reasons given. The teacher may be accompanied by a colleague.

ARTICLE E.22 TEACHER ASSIGNMENT IN SCHOOL (L)

- 1. Teacher assignment within a school shall take into consideration (but not be limited to) such factors as qualifications, training, experience, equitable distribution of workload, and personal preference of the teacher.
- 2. In developing the timetable for teachers' assignments, consideration shall be given to (but not be limited to) such factors as:
 - a. the number of course preparations;
 - b. the number of subject areas;
 - c. the teaching location;
 - d. the number of students.
- 3. Prior to June 1, Administrative Officers shall convene staff meetings to discuss proposed timetables and proposed staff assignments for the next school year and teaching positions, known at that time, which are required at the school in the next year. In addition, Administrative Officers may confer with teachers on an individual basis regarding their assignments for the following September.

4. Upon request of the teacher, the Principal shall meet with the teacher, and a colleague of the teacher's choice or Union representative, to discuss and review the teacher's proposed assignment. Any other teacher affected by a proposed change in assignment shall be notified prior to such meeting.
5. Where practicable, teachers will be advised by June 15 of the intended assignments for the following September.

ARTICLE E.23 PERSONNEL FILES (L)

1. There shall be only one (1) personnel file for each teacher, which shall be maintained at the School Board office in the custody of the Secretary Treasurer. There shall be no separate electronic/digital files kept on employees. An employee's file shall be accessible to the employee or to persons with a demonstrable need to know as authorized by the Secretary Treasurer. The Board shall implement a process for recording access to personnel files.
2. A temporary hardcopy file relating to a teacher may be kept at a school. Any records to be kept beyond June 30th of the current school year shall be transferred to the personnel file. The member shall be notified, in writing, if material is transferred to their personnel file.
3. Every teacher shall have the right to attach a commentary to any item in their personnel file.
4. After receiving a request from a teacher, the Superintendent or designate, in respect of the School Board Office file, or the Administrative Officer, in respect of any school file, shall grant access to that teacher's file.
5. An appropriate School Board official shall be present when a teacher reviews the file, and the teacher may be accompanied by a representative of the Union. Copies of any items shall be provided to the teacher, upon request.
6. If a teacher's file is augmented by the reformatting and/or retrieval of information, including electronic data, relating to that teacher's performance or conduct, the employee shall be advised.
7. The Board shall provide to the teacher written notice of any addition to, or removal from, their personnel file, which pertains to their teaching performance or conduct within forty-eight (48) hours of the addition to or removal from the personnel file. Should the employee be absent from the workplace, notice shall be sent by registered mail within forty-eight (48) hours.
8. The School Board agrees that only material relevant to the employment of the teacher shall be maintained in personnel files. A teacher may request removal of

material on the basis that it is not factually correct, relevant, or, in the case of material related to performance or conduct, timely.

9. a. A teacher may request to have material critical of the teacher or related to discipline removed from the file if each of the following circumstances prevail:
 - i. two (2) calendar years have elapsed since the date of filing in the personnel file; and
 - ii. there has been no other material of a similar nature placed in the teacher's file.
- b. This request shall not be unreasonably denied. If the request is denied, the teacher shall be notified in writing. The teacher may request a meeting with the Superintendent, or designate, and a Union representative to be given the reasons for the denial.
10. The Board agrees not to disclose the existence of, or content of, a non-disciplinary letter which may be in a teacher's file, in connection with a reference check.
11. In the event that the appropriate Board official does not agree to removal of specified material, the teacher may file a grievance pursuant to Article A.6 (GRIEVANCE PROCEDURE) of this Agreement.

ARTICLE E.24 SCHOOL ACT APPEALS (L)

1. Where a pupil and/or parent/guardian files an appeal under the *School Act*, Section 11, and Board Bylaw of a decision of a teacher, or in connection with or affecting such a teacher:
 - a. the teacher and the Union shall immediately be notified of the appeal, and shall be entitled to receive all documents relating to the appeal;
 - b. the teacher shall be entitled to attend any formal meeting in connection with the appeal where the appellant is present and shall have the right to representation by the Union; and
 - c. the teacher shall have the opportunity to provide a written reply to any allegations in the appeal.
2. The Board may refuse to hear any appeal where the pupil and/or parent/guardian of the pupil has not first discussed the decision under appeal with one or more persons as directed by the Board.

3. Except as provided by the *School Act*, no decision or bylaw of the Board with respect to the conduct of such appeals or the disposition of any appeal shall abrogate any right, benefit, or process contained in this Agreement, or deprive the teacher of any right, benefit, or process otherwise provided by law.

ARTICLE E.25 NO DISCRIMINATION (L)

1. The Board agrees that there shall be no discrimination exercised or practiced with respect to any employee in the administration of this Collective Agreement by reason of age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sex, marital or parental status, sexual orientation, physical handicap, or membership in or authorized activities on behalf of the Union.

ARTICLE E.26 RACE RELATIONS (L)

1. The Board and the Union agree that they shall not condone and will not tolerate any expression of racism.

ARTICLE E.27 FALSELY ACCUSED EMPLOYEE ASSISTANCE (P)

1. When a teacher has been accused of child abuse or sexual misconduct in the course of exercising their duties as an employee of the Board, and if:
 - a. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities, and no criminal charges are laid; or
 - b. an investigation by the Board has concluded that the accusation is not true on a balance of probabilities; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation; or
 - c. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false, and no criminal charges are laid; or
 - d. an arbitrator considering discipline or dismissal of the teacher finds the accusation to be false; and, should criminal charges result, the teacher is acquitted of criminal charges in relation to the accusation; then
2. the teacher shall be entitled to assistance in addition to that provided through the Employee Assistance Program. The teacher, together with Superintendent of Schools and a Union officer designated by the CMTF, shall jointly establish a plan of assistance to facilitate the teacher's successful return to teaching duties.

3. Such assistance, pursuant to Article E.27.2, may include special counseling for the teacher and family members; short-term paid leave of absence for the teacher; position transfer; and, upon request by the teacher, provision of factual information to parents and students.
4. Where a teacher has been suspended pursuant to Section 15(4) of the *School Act*, the employee shall be reinstated with full pay providing the teacher is acquitted of the charges and any additional investigation by the Board concludes that, on a balance of probabilities, the teacher has not been guilty of any wrongdoing.

ARTICLE E.28 POLICY FORMULATION (L)

1. The Board shall provide an opportunity for the Union to make representations prior to making changes or additions to a Board policy which is intended to be included in the Board's Policy Manual.

SECTION F – PROFESSIONAL RIGHTS

ARTICLE F.1 PROFESSIONAL DEVELOPMENT FUNDING (P)

Articles F.1.1 and F.1.2 are not applicable in School District No. 82 (Coast Mountains)

3. Upon ratification in each subsequent round of bargaining, where Article F.1.1 does not already apply, then Article F.1.2 will be implemented as part of the melding process.

ARTICLE F.20 PROFESSIONAL AUTONOMY (P)

1. Teachers shall, within the bounds of the prescribed curriculum and District program expectations, and consistent with effective educational practice have individual professional autonomy in determining the methods of instruction, and the planning and presentation of course materials in the classes of pupils to whom they are assigned.
2. Notwithstanding the provisions of this clause, management retains the right to determine effectiveness of instruction through evaluation of its teachers, in accordance with the provisions of this Agreement.

ARTICLE F.21 PROFESSIONAL DEVELOPMENT FUNDING (P)

1. The Union shall establish and administer a fund for the purpose of promoting professional development of the teaching staff of the School District.
2. The Board shall place \$70,000 in the fund for each school year. Payment shall be made in one installment by September 15th of each year, payable to the Union.
3. Teacher contributions to the Professional Development Fund shall be determined by the Union.
4. The Professional Development Fund will not be required to finance curriculum implementation in the District.
5. The Union shall provide a report to the Board in December of each year giving an accounting for the distribution of funds.
6. The Board shall contribute each year the cash equivalent of fifty (50) Teacher Teaching on Call (TTOC) days to the Union for deposit to the Professional Development Fund. The Board shall contribute each year \$1500 for each sub-local to defray travel costs for professional development activities.

7. There shall be at least one (1) Trustee on the District Professional Development Committee.

ARTICLE F.22 PROFESSIONAL IMPROVEMENT BONUS (P)

1. Credit Courses

- a. Teachers other than those on Leave of Absence will be granted a bonus of \$130.00 per unit or \$65.00 per credit upon successful completion of each course, to a maximum of six (6) units or twelve (12) credits per annum (July 1 to June 30) provided that:
 - i. prior approval in writing to attend such courses has been obtained from the Board through the Superintendent of Schools;
 - ii. the teacher has taught in the District during the preceding year and returns to a teaching position in the District at the start of the next school term.

2. Credit Courses While on Educational Leave

- a. Teachers on continuing contract taking Educational Leave will be granted a bonus of \$130.00 per unit or \$65.00 per credit to a maximum of eighteen (18) units or thirty-six (36) credits per annum (July 1 to June 30) upon successful completion of each unit or credit provided that:
 - i. prior approval in writing to attend such courses has been obtained from the Board through the Superintendent of Schools;
 - ii. the teacher has taught in the District during the preceding year and returns to a teaching position in the District at the start of the next school term.

3. Non-Credit Courses

- a. The Board will consider requests for bonus grants for successful completion of non-credit courses and, in such cases, may grant a bonus if, in the Board's opinion, it would be to the benefit of the District for the teacher to attend the course. Prior approval to attend such course must be obtained from the Board through the Superintendent of Schools to be eligible for such grants.

ARTICLE F.23 NON-INSTRUCTIONAL DAYS (P)

1. Non-instructional days are presently provided for in the Annual School Calendar. Appropriate activities will include teacher professional development, program development, staff development, school planning, individual in-service, and one parent teacher conference day as planned by the School Staff and Administration or the Union Professional Development Committee in cooperation with District Administration. Non-instructional days shall occur on dates as approved by the Superintendent or designate.

ARTICLE F.24 CURRICULUM IMPLEMENTATION (P)

1. When new curriculum is being introduced in the District at the request of the Ministry of Education or the initiative of the Board, the Superintendent or designate will consult with representatives of teachers who may be affected by the new curriculum to review materials and plan for in-service necessary to implement the new curriculum.
2. In-service for new curriculum shall be provided.

ARTICLE F.25 TECHNOLOGICAL CHANGE (P)

1. **Definition**
 - a. For the purposes of this Agreement the term “technological change” shall be understood to mean changes introduced by the Board in areas of automation and new equipment substantially different in nature, type, or quantity from that previously utilized, where such change or changes significantly affect the terms and conditions or security of employment of members of the Union or alters significantly the basis on which the Agreement was negotiated.
2. **Consultation**
 - a. When the Board intends to change the manner in which it carries out educational operations and services the Board shall request a meeting with the Union to determine whether or not the intended change constitutes a technological change as defined herein.
3. **Notice**
 - a. When it is determined that a technological change is to be introduced, the Board shall so notify the Union in writing at least ninety (90) days prior to the introduction of the technological change.

4. **Data To Be Provided**

- a. The notice of intent to introduce a technological change shall contain:
 - i. the nature of the change;
 - ii. the date on which the Board expects to effect the change;
 - iii. the approximate number, type, and location of Union members likely to be affected by the change;
 - iv. the effects the change may be expected to have on Union members' working conditions and terms of employment;
 - v. all other pertinent data relating to the anticipated effects on Union members.
- b. The Board shall update this information as new developments arise and modifications are made.

5. **Negotiations**

- a. Once notice of a technological change has been given pursuant to Article F.25.3 of this Agreement, the Board shall negotiate with the Union ways in which employees in the bargaining unit who may be affected can adjust to the effects of the technological change.

6. The Board and the Union agree that this Article represents the Agreement between the Board and the Union on technological change, as contemplated by the *Labour Relations Code*.

ARTICLE F.26 PARENT ADVISORY COUNCIL (L)

1. The employer shall not restrict or prevent a member of the bargaining unit from attending or addressing a meeting of a school or District Parent Advisory Council where the member's participation is in compliance with the by-laws or policies of the Parent Advisory Council concerned.

SECTION G – LEAVES OF ABSENCE

ARTICLE G.1 PORTABILITY OF SICK LEAVE (P)

1. The employer will accept up to sixty (60) accumulated sick leave days from other school districts in British Columbia, for employees hired to or on exchange in the district.
2. An employee hired to or on exchange in the district shall accumulate and utilize sick leave credit according to the provisions of the Collective Agreement as it applies in that district.
3. Sick Leave Verification Process
 - a. The new school district shall provide the employee with the necessary verification form at the time the employee receives confirmation of employment in the school district.
 - b. An employee must initiate the sick leave verification process and forward the necessary verification forms to the previous school district(s) within one hundred and twenty (120) days of commencing employment with the new school district.
 - c. The previous school district(s) shall make every reasonable effort to retrieve and verify the sick leave credits which the employee seeks to port.

(Note: Any provision that provides superior sick leave portability shall remain part of the Collective Agreement.)

[See also Article G.20 (SICK LEAVE) for general sick leave and accrual.]

ARTICLE G.2 COMPASSIONATE CARE LEAVE (P)

1. For the purposes of this article “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
 - iii. the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;

- b. in relation to an employee's spouse:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- 2. Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the *BC Employment Standards Act* for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- 3. Compassionate care leave supplemental employment insurance benefits:

When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:

 - a. one hundred percent (100%) of the employee's current salary for the first week of the leave, and
 - b. for an additional eight (8) weeks, one hundred percent (100%) of the employee's current salary less any amount received as EI benefits.
 - c. Current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.
- 4. A medical certificate may be required to substantiate that the purpose of the leave is for providing care or support to a family member having a serious medical condition with a significant risk of death within 26 weeks.
- 5. The employee's benefit plans coverage will continue for the duration of the compassionate care leave on the same basis as if the employee were not on leave.
- 6. The employer shall pay, according to the Pension Plan regulations, the employer portion of the pension contribution where the employee elects to buy back or contribute to pensionable service for part or all of the duration of the compassionate care leave.
- 7. Seniority shall continue to accrue during the period of the compassionate care leave.
- 8. An employee who returns to work following a leave granted under this article shall be placed in the position the employee held prior to the leave or in a comparable position.

(Note: The definition of “family member” in Article G.2.1 above, shall incorporate any expanded definition of “family member” that may occur through legislative enactment.)

[See also Article G.25.1 for short term Compassionate Leave.]

ARTICLE G.3 EMPLOYMENT STANDARDS ACT LEAVES

In accordance with the *BC Employment Standards Act* (the “Act”), the Employer will grant the following leaves:

- a. [Section 52 Family Responsibility Leave](#)
- b. [Section 52.11 Critical Illness or Injury Leave](#)
- c. [Section 52.5 Leave Respecting Domestic or Sexual Violence](#)

Note: In the event that there are changes to the Employment Standards Act with respect to the Part 6 Leaves above, the legislated change provisions (A.9) will apply to make the necessary amendments to this provision.

ARTICLE G.4 BEREAVEMENT LEAVE (P & L)

1. Five (5) days of paid leave shall be granted in each case of death of a member of the employee’s immediate family.

For the purposes of this article “immediate family” means:

- a. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), current ward, grandchild or grandparent of an employee (including in-law), and
 - b. any person who lives with an employee as a member of the employee’s family.
2. Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.

3. In addition to leave provided in Article G.4.1 and G.4.2, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of Article G.4.3 “family member” means:
 - a. in relation to an employee:
 - i. a member of an employee's immediate family;
 - ii. an employee’s aunt or uncle, niece or nephew, current or former foster parent, former ward or guardian or their spouses;
 - b. in relation to an employee's spouse or common-law partner or same-sex partner:
 - i. the spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
 - c. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

[See also Article G.4.5.]

4. Any and all superior provisions contained in the Previous Collective Agreement shall remain part of the Collective Agreement.

LOCAL PROVISIONS

5. Upon application, leave shall be granted with pay for up to one (1) day a year for a teacher to attend the funeral of a relative who is not a member of the immediate family. [See also Article G.4.3 for unpaid leave.]
6. Upon application, leave shall be granted with pay for up to one (1) day a year for a teacher to attend the funeral of a friend. Additional days may be granted without pay for travel where necessary.
7. In the case of death in the immediate family: which includes spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild:
 - a. Where leave under G.4.2 has been granted; an additional three (3) days leave without pay shall be granted if special circumstances such as out-of-province travel require. [Also see G.4.3 for additional unpaid leave]

- b. Where leave under G.4.2 has not been granted; an additional five (5) days leave shall be granted without pay if special circumstances such as out-of-province travel require. [Also see G.4.3 for additional unpaid leave]

[Note: See also Article G.25.1 Compassionate Leave.]

ARTICLE G.5 UNPAID DISCRETIONARY LEAVE (P)

Article G.5 is not applicable in CMSD 82. See Article G.25.3 (SHORT TERM LEAVES – Personal Leaves)

ARTICLE G.6 LEAVE FOR UNION BUSINESS (P)

[Note: Article G.6.1.b applies for the purposes of Article A.10 (LEAVE FOR REGULATORY BUSINESS AS PER TEACHERS’ ACT) only. Article G.6.1.a and G.6.2 through G.6.10 do not apply in School District No. 82 (Coast Mountains). See also Article G.29 (PRESIDENT’S LEAVE OF ABSENCE) and Article G.30 (LEAVE OF ABSENCE FOR UNION, BCTF, CTF AND TRB BUSINESS).]

1. b. ‘Full employ’ means the employer will continue to pay the full salary, benefits, pensions contributions and all other contributions they would receive as if they were not on leave. In addition, the member shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.

ARTICLE G.7 TTOCs CONDUCTING UNION BUSINESS (P)

1. Where a Teacher Teaching on Call (TTOC) is authorized by the local union or BCTF to conduct union business during the work week, the TTOC shall be paid by the employer according to the Collective Agreement.
2. Upon receipt, the union will reimburse the employer the salary and benefit costs associated with the time spent conducting union business.
3. Time spent conducting union business will not be considered a break in service with respect to payment on scale.
4. Time spent conducting union business will be recognized for the purpose of seniority and experience recognition up to a maximum of 40 days per school year.

ARTICLE G.8 TTOCs– CONDUCTING UNION BUSINESS NEGOTIATING TEAM (P)

Time spent conducting union business on a local or provincial negotiating team will be recognized for the purpose of seniority and experience recognition.

ARTICLE G.9 TEMPORARY PRINCIPAL / VICE-PRINCIPAL LEAVE (P)

1. A teacher shall be granted leave upon request to accept a position if the teacher is:
 - a. replacing a Principal or Vice-Principal in the school district who is on leave or has departed unexpectedly; and,
 - b. their appointment as Principal or Vice-Principal does not extend past a period of one (1) year (12 months).
2. Upon return from leave, the employee shall be assigned to the same position or, when the position is no longer available, a similar position.
3. The vacated teaching position will be posted as a temporary position during this period.
4. Where there are extenuating personal circumstances that extend the leave of the Principal or Vice-Principal, the vacated teaching position may be posted as temporary for an additional year (12 months).
5. Teachers granted leave in accordance with this Article who have a right to return to their former teaching position will not be assigned or assume the following duties:
 - a. Teacher Evaluation
 - b. Teacher Discipline
6. Should a leave described above extend beyond what is set out in paragraphs 1, 3 and 4, the individual's former teaching position will no longer be held through a temporary posting and will be filled on a continuing basis, unless a mutually agreed to extension to the leave with a right of return to a specific position is provided for in the local Collective Agreement or otherwise agreed to between the parties.

**ARTICLE G.10 TEACHERS RETURNING FROM PARENTING AND
COMPASSIONATE LEAVES (P)**

Teachers granted the following leaves in accordance with the Collective Agreement:

- a. Pregnancy Leave (Employment Standards Act [ESA])
- b. Parental Leave (Employment Standards Act [ESA])
- c. Extended Parental / Parenthood Leave (beyond entitlement under
Employment Standards Act [ESA])
- d. Adoption Leave (beyond entitlement under Employment Standards Act
[ESA])
- e. Compassionate Care Leave

will be able to return to their former teaching position in the school that they were assigned to for a maximum of one (1) year (twelve months) from the time the leave of absence commenced. The teacher's position will be posted as a temporary vacancy. Upon return from leave, the employee will be assigned to the same position or, if the position is no longer available, a similar position.

ARTICLE G.11 CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES (P)

The Superintendent of Schools or their designate, may grant five (5) paid days per year leave with seven (7) days written notice from the employee to participate in Aboriginal Cultural event(s). Such leave shall not be unreasonably denied.

**ARTICLE G.12 MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL
EMPLOYMENT BENEFITS (P)**

1. When an employee takes maternity leave pursuant to Part 6 of the *Employment Standards Act*, the employer shall pay the employee:
 - a. One hundred percent (100%) of their current salary for the first week of the leave; and
 - b. When the employee is in receipt of Employment Insurance (EI) maternity benefits, the difference between the amount of EI maternity benefits received by the teacher and one hundred percent (100%) of their current salary, for a further fifteen (15) weeks.

[Note: In SD 82, for employees who do not qualify for EI maternity benefits, G.12.1 does not apply. See G.12.3 below.]

LOCAL PROVISIONS

2. Any payment of benefits shall be restricted to the period of the regular work year of the teacher.
3. Teachers must apply for regular employment insurance maternity benefits, and if the teacher is not in receipt of EI maternity benefits, the maximum combined benefits payable shall equal ninety-five percent (95%) of the applicant's regular monthly salary for the first two (2) weeks.

[See also Article G.26 (MATERNITY LEAVE) for leave provisions.]

ARTICLE G.20 SICK LEAVE (P)

1. Sick leave accumulated by each teacher prior to June 30, 1990, shall continue to be credited to that teacher.
2. A teacher shall accumulate sick leave at the rate of 1.5 days for each month in the service of the Board.
3. Any days which the teacher has been absent with full pay for reasons of illness, medical disability, unavoidable quarantine, or related diagnosis and travel shall be charged against any sick leave accumulated by the teacher.
4. A teacher on sick leave or requesting medical leave may be required to obtain a written statement from a registered medical practitioner indicating an inability to work.
5. Sick leave unused in any school year shall accumulate on the teacher's record of sick leave.
6. Upon receipt of a full-time continuing appointment to the District, fifteen (15) days shall be credited in advance to a teacher's sick leave record.
7. Teachers on a continuing contract, who are appointed during the course of a school year, shall receive a pro-rated credit at the commencement of their employment.
8. Sick leave for part-time teachers shall be pro-rated according to the percentage of their appointment.
9. Temporary teachers on a full years appointment shall receive a full fifteen (15) days credit.
10. Temporary teachers on appointments of less than one (1) year shall receive a pro-rated credit at the commencement of their term of appointment.

11. Teachers will be advised of their accumulated days in September of each year.
12. Upon cessation of employment, recovery of any sick leave overpayment shall be made by deduction from the teacher's final cheque or as agreed between the Board and employee.

ARTICLE G.21 MEDICAL LEAVE (P)

1. A teacher who has no accumulated sick leave and is unable to work due to illness or unavoidable quarantine shall be entitled to apply for and receive leave without pay for a period of up to three (3) years subject to presentation of a physician's statement of illness prior to the leave and thereafter when requested.
2. Where a physician's statement of illness indicates a strong prognosis of imminent recovery, the teacher shall be granted extension of the leave for a further six (6) months beyond the three (3) year period.

ARTICLE G.22 LEAVE OF ABSENCE – APPLICATION (L)

1. Application for any leave under Articles G.25 (SHORT TERM LEAVES), G.26 (MATERNITY LEAVE), G.27 (LONG TERM LEAVES), and G.32 (PUBLIC SERVICE LEAVE) shall be submitted in writing to the Board.

ARTICLE G.23 LEAVE OF ABSENCE – HEALTH BENEFITS (P)

1. Teachers on approved long-term leave of absence may continue to participate in the following health benefit plans: Medical Services Plan of B.C., Extended Health Benefits Plan, Group Life Insurance, and the Dental Plan provided they meet the full cost of such plan(s) by making full payment to the Secretary Treasurer in advance.
2. Where a teacher who has served the Board for at least two (2) years is on medical leave of absence, following the termination of sick leave, as outlined in Article G.21 (MEDICAL SERVICE LEAVE) of this contract, the Board will continue to pay the cost of medical, extended health, and dental premiums during the period the teacher is in receipt of BCTF Salary Indemnity Plan benefits, to a maximum of one hundred seventy-five (175) days.

ARTICLE G.24 LEAVE OF ABSENCE – RETURN FROM LEAVE (P)

1. A teacher returning from short-term leave within a school year shall normally be reassigned to the same position held prior to the leave.
2. The following provisions apply to all long-term leaves and to extended maternity leave:
 - a. A teacher wishing to be guaranteed a particular position upon return shall include such special request in the original leave of absence request to the Board. If the special request is granted, the Board shall so state upon granting the leave. If the special request is denied, the teacher shall be so advised, and the teacher may re-apply for the leave if the teacher chooses.
 - b. If the teacher's previous position is eliminated during the leave of absence, then the teacher shall retain full District seniority rights within the school as per this Agreement.
 - c. If a special request for return to a particular position is not granted, a teacher returning from long-term leave shall be assigned to a reasonably comparable vacant position in the District.
 - d. If a reasonably comparable vacant position is not available, the teacher shall retain full District seniority rights as per this Agreement.
3. The above terms notwithstanding, a teacher may choose to apply for a transfer to another position.

ARTICLE G.25 SHORT TERM LEAVES (P & L)

1. **Compassionate Leave (P)**
 - a. Common-law relationships shall be included in the provisions of this Article.
 - b. In the case of serious illness in the immediate family: which includes spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandchild, a teacher shall be granted leave of absence up to a maximum of five (5) days without loss of pay.
 - i. Serious illness shall be defined as an illness or medical condition which the attending physician deems sufficient to require the applicant's presence. A medical certificate may be requested by the employer.

- ii. Consecutive leaves under this provision shall not be permitted.
- c. An additional five (5) days leave shall be granted without pay if special circumstances such as out-of-province travel require.

[Note: See also Article G.4 (BEREAVEMENT LEAVE).]

2. Family Illness Leave (P)

- a. In the case of short term illness in the immediate family of a teacher, the teacher shall be entitled, after notifying the supervisor, to take a maximum of six (6) days paid leave of absence in any school year for this purpose.

3. Personal Leave (L)

- a. For personal reasons, a teacher shall be granted up to five (5) days leave of absence in each school year, providing that the teacher gives at least five (5) days notice in writing, except in urgent or emergency situations, and that a suitable replacement is available. Once approved, this leave may not be revoked without the teacher's consent.
- b. This leave shall be granted without pay.

4. Paternity Leave (P)

- a. On the birth of a child, or in the case of adoption or legal guardianship, the member may apply for and shall be granted paternity leave, with pay, to a maximum of three (3) days.
- b. Upon request, additional leave shall be granted without pay.

5. Adoption Leave (P)

- a. In the case of adoption, Maternity Leave shall be granted on request and shall commence from the date of arrival of the child in the home. All the provisions of Article G.26 (MATERNITY LEAVE) shall apply.
- b. Upon registration for adoption, the teacher will notify the Board.
- c. Up to a maximum of three (3) days leave with pay shall be granted for the purpose of child adoption interviews, traveling, and settling in.
- d. Additional leave shall be granted, without pay, to either parent or both if both are employees of the Board, for mandatory interviews or traveling time to receive the child.

6. Parental Leave (P)

- a. A teacher shall be granted, upon request, Parental Leave:
 - i. as provided for in Part 6 of the Employment Standards Act; or
 - ii. for a stated period of time so that the return to duty will coincide with the commencement of a term or semester or following the spring break.

7. Leave for Local Contract Negotiations (P)

- a. Leave of absence with pay shall be provided to a maximum of four (4) members of the bargaining unit to conduct contract negotiations where such are scheduled during regular school hours.

8. Leave to Receive a Degree (P)

- a. Teachers invited to attend an educational institution to receive a recognized degree shall be granted up to a maximum of three (3) days leave of absence, with pay, in any school year.

9. Court Duty (P)

- a. The Board shall grant leave of absence without loss of pay to any employee required to serve on a jury or subpoenaed to appear in court or in legal proceedings. An employee on such leave shall pay over to the Board any sums received for jury duty or witness fees, exclusive of traveling costs or meal allowances.
- b. A leave of absence with full pay less the cost of a replacement shall be granted by the Board to a teacher required by their private affairs to appear in legal proceedings.

10. First Aid (P)

- a. The Board shall grant leave of absence with pay to any teacher wishing to take the required exam in a designated Occupational First Aid course.

ARTICLE G.26 MATERNITY LEAVE (P & L)

Upon presentation of medical proof of pregnancy, a teacher may apply for and shall be granted maternity leave as follows:

1. Short Term Maternity Leave

- a. A short term maternity leave is defined to be a maternity leave for ten (10) months or less.
- b. A pregnant teacher shall be granted a leave of absence without pay:
 - i. as provided for in Part 6 of the *Employment Standards Act*; or
 - ii. for a stated period of time so that the return to duty will coincide with the commencement of the following term or semester.
- c. A teacher returning from short term maternity leave shall be reassigned to the position they left.

[See also Article G.12 (MATERNITY/PREGNANCY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS) for provisions on supplemental employment benefits.]

2. Extended Maternity Leave

- a. Teachers granted short term maternity leave who choose not to return to work at the expiration of that leave, may apply for extended maternity leave.
- b. This application must be at least six (6) weeks in advance of the start of a semester or term or by May 31 for a leave expiring on June 30.
- c. Total combined leave under short term maternity leave and extended maternity leave shall not exceed thirty (30) school months, with return to coincide with commencement of a term or semester.

3. Use of Sick Leave

- a. If at the end of the agreed upon period of leave, the teacher is unable to return to duty because of ill health, they shall present the Board with an acceptable medical certificate and shall qualify for their sick leave provisions.

4. Early Return and Emergency Situations

- a. In the case of an incomplete pregnancy, death of the child, or other special situation, a teacher may return to duty earlier than provided in the agreed upon leave and shall have the right to the first suitable position, in the event

that return to their original position is not possible due to contractual commitments.

- b. The teacher intending to make an early return to duty will submit a written application and a medical certificate as required under the *Employment Standards Act*.
- c. In emergency situations, teacher's application for leave will be considered on shorter notice.
- d. A terminated pregnancy shall be treated in the same manner as a birth under the *Employment Standards Act*, and the maternity and extended maternity leave provisions of the Agreement.

ARTICLE G.27 LONG TERM LEAVES (P & L)

1. Parenthood Leave (L)

- a. A teacher with a dependent child shall be granted upon request a parenthood leave of absence without pay for a stated period of time as requested by the teacher up to a maximum of thirty (30) school months, provided the return to duty will coincide with the commencement of a term or semester.
- b. Parenthood leave shall also be granted in the case of legal guardianship.
- c. Parenthood and maternity leaves shall only be granted to one parent at a time. The provisions of Article G.26.2.c, G.26.3, and G.26.4 of Maternity Leave shall apply.
- d. Parenthood and maternity leaves shall not be taken consecutively with each other.

2. Long Term Service Leave (L)

- a. The Board may grant a leave of absence without pay for personal reasons to a long-term employee of the District who is intending to return to employment in the District. Specific guidelines are as follows:
 - i. the employee will normally have to complete five (5) years of continuous full-time service to be eligible for this form of leave;
 - ii. the leave given will normally be for one (1) full teaching year;
 - iii. an application for leave must be submitted to the Board not later than March 31 of the year prior to the commencement of the leave;

iv. a teacher on such leave of absence who accepts a continuing contract with another public School Board or a permanent teaching position with a private School Board during the leave, must notify School District No.82 (Coast Mountains) of their resignation within forty-eight (48) hours.

b. Approval for such leave shall not be unreasonably withheld.

3. Educational Leave (P)

a. The Board may grant educational leave, on application, to a teacher for the purpose of furthering excellence of instruction in the School District subject to the following conditions:

i. the leave given will normally be for one (1) full teaching year;

ii. an application for leave must be submitted to the Board no later than March 31 of the year prior to commencement of the leave;

iii. the leave would normally be for completion of fifteen (15) units or thirty (30) university credits taken during a winter session.

b. Any of the following general activities may be considered to fulfill such purposes:

i. formal academic training regardless of whether it leads to higher certification;

ii. studies or programs designed to bring new techniques or educational strategies to the School District;

iii. to assist established teachers to refresh and advance their knowledge of method, subject matter, or general background for teaching.

4. Paid Educational Leave (P)

a. When the Board intends to grant a paid educational leave of eight (8) months duration or longer, the Board will post notices in all district work sites, for a minimum of five (5) working days, stating the purpose of the leave, any relevant criteria for application, the term of the leave, and the compensation to be paid.

b. Application which addresses the qualifications of the posting, must be made by the teacher, in writing, to the Superintendent.

ARTICLE G.28 WORKERS' COMPENSATION LEAVE (P)

1. Where a teacher suffers from a disease or incurs personal injury for which they are entitled to compensation for loss of wages under the *Workers' Compensation Act*, the teacher shall continue to receive full pay from their sick leave accumulation. All monies received by the teacher as compensation for loss of wages under the Act shall, in turn, be paid to the Board and the time equivalent to that money will be credited back to the teacher's sick leave accumulation.
2. Should a teacher's personal sick leave be depleted, they shall receive only an amount equal to those monies received from Workers' Compensation.
3. This clause does not apply in the case of a teacher who is drawing a disability pension from the Workers' Compensation Board.

ARTICLE G.29 PRESIDENT'S LEAVE OF ABSENCE (P)

1. The Board agrees to grant a leave of absence, at the request of the Union, to the President of the Union from all teaching duties provided such request is made prior to May 31 of each school year.
2. The Board agrees to grant a leave of absence, at the request of the Union, to the President of a sub local of the Union from such portion of teaching duties as may be requested by the Union and is consistent with class scheduling, subject to the availability of a suitable replacement for the remaining portion of the President's teaching assignment, provided such request is made prior to May 31 each school year.
3. The Board will continue to pay the President's and sub local Presidents' salary and to provide benefits provided by this Agreement. The Union will reimburse the Board for such salary and benefit costs upon receipt of a monthly invoice. The Union will reimburse the Board for the full costs of the days added to the President's and sub local Presidents' sick leave credits.
4. For purposes of pension, experience, sick leave, and seniority, the President and sub local Presidents shall be deemed to be in the full employ of the Board. The President and sub local Presidents shall inform the Board of the number of days or partial days, if any, that they were absent from presidential duties due to illness. Such days or partial days shall be deducted from their accumulated sick leave credits.
5. A teacher returning to teaching duties from a term or terms as President or sub local President shall, unless otherwise agreed, return to the teaching assignment held prior to the leave of absence.

6. In the event the President is unable to fulfill the Presidential duties due to a disability or illness lasting more than fifteen (15) days, the Board shall permit another Union member to assume the duties of the President for the duration of the illness or disability. Provisions of Article G.29.1, G.29.2, G.29.3, G.29.4 and G.29.5 shall also apply.

ARTICLE G.30 LEAVE OF ABSENCE FOR UNION, BCTF, CTF, AND TRB BUSINESS (P)

1. An employee who is a member of the Executive Committee or Representative Assembly of the BCTF, or a member of the BC Teachers Council, or a member of a committee of the Union, BCTF, the CTF or TRB, or is appointed an official representative or delegate of the Union or the BCTF, or who is a staff representative of the Union, shall be entitled to paid leave of absence provided:
 - a. the cost of the replacement shall be reimbursed to the Board;
 - b. not more than ten percent (10%) of the teachers in the District shall be on leave under this clause at any one time for Union business, except where required for arbitration proceedings;
 - c. not more than five percent (5%) of the teachers in the District shall be on leave under this clause at any one time for BCTF, CTF, or TRB business.
2. In the event that an employee is elected to a full-time position as an officer of the BCTF, or is appointed on a term contract of employment for one or more school years or semesters to the administrative staff of the BCTF, leave of absence without pay shall be granted. For purpose of pension, experience, and seniority the employee shall be deemed to be in the full employ of the Board. In such case, the employee shall return to employment with the Board effective September 1 or at the start of the next semester, and shall be offered a teaching assignment comparable to that previously held. Leave under this clause shall not exceed four (4) consecutive years.

ARTICLE G.31 TRAVEL LEAVE (P)

1. Where return to work is delayed due to circumstances beyond the control of the teacher and the teacher has taken all reasonable steps to arrive on time, the teacher shall be considered to be on leave of absence, with pay.
2. Where the teacher has access to a telephone, they shall inform their Principal or designate of the delay in their return, the reason for the delay, and their expected time of arrival.
3. Where the teacher is unable to contact their Principal or designate, the teacher shall contact the Teacher Teaching on Call (TTOC) Call-Out system.

ARTICLE G.32 PUBLIC SERVICE LEAVE (P)

1. Definition

- a. Public service is defined as work for the benefit of the community as a whole, for example: School Board, Hospital Board, Recreation Committee, Regional District, Municipal Council, etc.

2. Short Term

- a. Teachers who volunteer for public service, or are elected to serve the community as a whole, shall, provided a replacement is available, be granted a maximum of eight (8) days leave of absence without pay per year to carry out their essential public service obligations within British Columbia.

3. Long Term

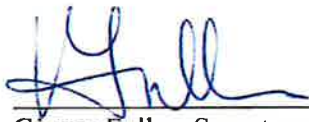
- a. When a teacher is nominated as a candidate and wishes to contest a provincial or federal election, the teacher shall be entitled to take leave of absence, without pay, for the duration of the election campaign, after the writ is issued. Should the teacher be elected as a Member of Parliament, or Member of the Legislative Assembly, the teacher shall be granted a long-term leave of absence from the date of the election to the end of the school year and from year to year thereafter.

ARTICLE G.33 UNPAID LONG-TERM PERSONAL LEAVE (L)

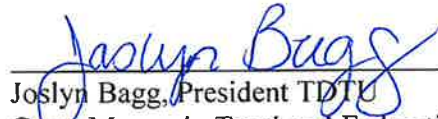
1. The Board may grant a leave of absence without pay for personal reasons of more than five (5) days in a school year to an employee of the District provided:
 - a. that the teacher provides at least fourteen (14) days' notice, except in urgent or emergency situations;
 - b. that the teacher intends to return to employment in the District;
 - c. that they will not seek employment elsewhere.
2. Approval for such leave shall not be unreasonably withheld.
3. Once approved, this leave may not be revoked without the teacher's consent.

SIGNATURES

Signed at Terrace British Columbia, this 11th day of October, 2024



Ginger Fuller, Secretary-Treasurer
Board of Education No. 82
(Coast Mountains)



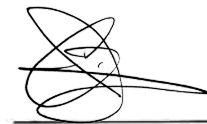
Joslyn Bagg, President TDTEU
Coast Mountain Teachers' Federation



Terry Marleau, President KDTA
Coast Mountain Teachers' Federation



Alison Jones, Director,
Labour Relations (Collective Bargaining)
British Columbia Public School
Employers' Association



Clint Johnson, President
British Columbia Teachers' Federation

LOCAL LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING – PREMIUM SAVINGS

[This Letter of Understanding is applicable to all CMTF members]

THIS LETTER OF UNDERSTANDING made and entered into this ____ day of _____ 199__.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 88 (TERRACE)
(herein called the “Board”)

AND

TERRACE DISTRICT TEACHERS’ UNION
(herein called the “Union”)

The Board’s share of medical premiums set out in Article B.11.3, B.11.5 and B.11.6 (BENEFITS) is subject to the Letter of Understanding accompanying the Collective Agreement expiring June 30, 1990.

Any accrued savings as a result of the implementation of these letters remain available for distribution in the manner provided for in the original Letters of Understanding.

LETTER OF UNDERSTANDING – TTOC Callout- Yorke/Saunders

Between

**Coast Mountain Teachers' Federation/
The British Columbia Teachers' Federation**

And

**The Board of Education of School District No. 82 (Coast Mountains)/
The British Columbia Public School Employers' Association**

Re: TTOC Callout (Yorke/Saunders Settlement and Addendum)

The parties agree that the 1990 settlement known as the “Yorke/Saunders” agreement shall become part of the Agreement as a Letter of Understanding along with the 1999 addendum to the Yorke/Saunders agreement.

Date: March 10, 2009

Original signed by Linda Brown
For SD No. 82 (Coast Mountains)

Original signed by Debra Thame
For the CMTF

Original signed by Kim Meyer
For the CMTF

Original signed by Irene Lanzinger
For the BCTF

Original signed by Georgina Johnson
For the BCPSEA

CAMPNEY & MURPHY
BARRISTERS AND SOLICITORS

P.O. Box 49190
16th Floor, First Bank Tower
595 Burrard Street
VANCOUVER, CANADA
V7X 1K9

MARY E. SAUNDERS, Q.C.

Direct No. (604) 661-7514

Telephone: (604) 688-8022

May 7, 1990

PREVIOUS COPY TO YOU
CONFIDENTIAL

PRIVATE & CONFIDENTIAL

British Columbia Teachers' Federation
2235 Burrard Street,
Vancouver, British Columbia
V6J 3H9

Attention: Mr. David Yorke
Federation Legal Counsel

Dear Sirs:

Re: Terrace District Teachers' Association
School District No. 88 (Terrace)
- Substitute Call-out Arbitration
Our File No. 666088/7

I confirm the full settlement of all the outstanding substitute grievances on the following basis:

1. The list of certificated substitutes which the centralized substitute dispatch service calls on, would be revised with columns for the following categories:
 - (a) subject areas/grade levels for which qualified and available;
 - (b) subject areas/grade levels preferred of those listed in (a);
 - (c) not to be called for (subject areas, grade levels, times and/or locations);
2. Certificated teachers, when applying to the district for substitute work, would complete an information form, reflecting those three categories. It is recognized that the initial decision to place a person on the substitute list is made by the Board. The Board may move subject areas and grade levels from (a) to (c) to more closely reflect training, experience or expertise. Where the Board decides to make such a move the Board will notify and discuss the matter with

Facsimile: (604) 688-0829

Telex: 04-53320

Cable Address: OMUR

CAMPNEY & MURPHY

Page 2

the teacher and the TDTA. If there is not agreement to the change by TDTA, such change would be without prejudice to any grievance that might arise with respect to call-out for a particular substitute assignment.

3. TDTA and the Board recognize that a certificated teacher who does not have the necessary qualifications for the substitute assignment, might not be called out in preference to an uncertificated substitute who has experience, expertise or specialized training relevant to the assignment.
4. The centralized dispatch would be administered on the above basis. If a dispute under Article 22.6 (i) or (ii) of the Collective Agreement arose as to the call-out for a particular assignment involving persons on the substitute list, it could be resolved by the grievance procedure.

The foregoing would resolve the present policy/interpretation grievance and the outstanding individual/monetary grievances.

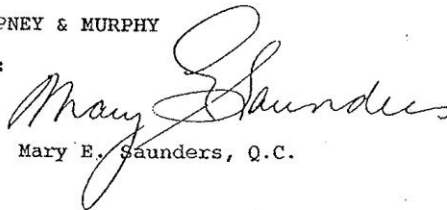
All of the above is without prejudice to the result of negotiations between the parties with respect to the renewal of their collective agreement.

Thank you for your courtesy in the resolution of this matter. I understand that you have contacted Mr. Hope to advise him the matter is now resolved.

Yours truly,

CAMPNEY & MURPHY

Per:



Mary E. Saunders, Q.C.

MES/vmk

cc: Board of School Trustees of
School District No. 88
Attn: Mr. Barry Piersdorff

THIS AGREEMENT MADE THE 30TH DAY OF NOVEMBER, 1999

BETWEEN: BOARD OF SCHOOL TRUSTEES OF
COAST MOUNTAINS SCHOOL DISTRICT 82

AND

TERRACE DISTRICT TEACHERS' UNION

TEACHER ON CALL
LETTER OF UNDERSTANDING

Further to the understandings detailed below, both parties agree that:

- This agreement will resolve all currently outstanding "non-certified substitute call-out" grievances.
- This agreement will form an addendum to the "Yorke-Sanders Accord". It will not replace the accord.
- This agreement applies to the activities of the Centralized Substitute Dispatch service in the former School District 88 (Terrace) only.

Definitions:

For the purposes of implementation of this letter of understanding, the following definitions apply:

Qualified	certificated and having training and/or current experience in the subject area/grade level directly related to the available position.
Experience:	previous teaching in a similar assignment in either a temporary or continuing contract in the last 10 years.
Preferred Area(s):	subject areas/grade levels preferred of those included in Qualified.
Other Area(s):	subject areas/grade levels which are outside the teacher's Qualified and Preferred Areas for which the teacher has expressed a desire to receive call-outs.

- Not Available: those subject areas/grade levels, dates, days, schools for which a TOC is Qualified but for which the TOC has advised that they do not wish to be called.
- Specialist Substitute: non-certificated substitute who has specialized training and/or experience in the areas of French Immersion, Music/Band or Technology, formerly (Industrial) Education.
- Group 1: A TOC who is qualified and has indicated a Preferred Area related to the assignment.
- Group 2: A specialist substitute in the subject area related to the assignment.
- Group 3: A TOC who has declared them self available for assignment in an "Other Area(s)" related to the assignment.

Substitute Lists

TOC/Substitute lists will be prepared showing: TOC's Name, Phone, Qualified/ Preferred and Not Available (Don't Call). This listing will be made available to the Union and those responsible for the calling of TOCs.

It is the responsibility of the TOC to provide proof of qualifications on initial application and advise the Board of any errors/omissions in the TOC List. A TOC's Group 3 Other Area may be added to once during any school year following initial determination of "Other Areas". A TOC may request removal of an "Other Area(s)" or amendment to the "Not Available" at any time.

The Union will be provided with copies of the internal school district forms for making changes to the "Preferred Areas", "Other Areas", and "Not Available" on a monthly basis.

Call Outs

Call Outs will be made in the following order:

- 1: calls for substitutes will be made to Group 1 teachers first. A Group 1 TOC who refuses an assignment will be considered to have refused work for the day unless they request a Group 3 assignment for that day.
- 2: when no Group 1 TOC is available for the specialized area, a Group 2 substitute may be called.
- 3: when no Group 1 TOC or Group 2 substitute is available, a Group 3 TOC who has indicated an "Other Area" appropriate to the assignment, will be

called. A TOC who refuses a Group 3 assignment will be considered to have refused work for the day.

Other Non Certificated Substitutes: when no Group 1, Group 2 or Group 3 substitute is available, a non certificated substitute may be used.

Emergency Assignment: in emergency situations, a TOC may be called for positions for which they have not declared themselves available.

Performance Appraisals

A performance appraisal could be completed by an Administrative Officer for a TOC in any assignment. A TOC in a Group 3 or emergency assignment will not request a performance appraisal in that assignment and no performance appraisal completed in such assignment qualifies for consideration under Article 47.2(d)(viii).

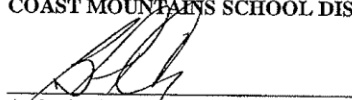
A less-than-satisfactory performance appraisal in a Group 3 or emergency assignment could result in a teacher not being called for assignment of that type in the future.

TERRACE AND DISTRICT TEACHERS' UNION:



Authorized Signatory

**BOARD OF SCHOOL TRUSTEES OF
COAST MOUNTAINS SCHOOL DISTRICT 82**



Authorized Signatory

LETTER OF UNDERSTANDING – DEFERRED SALARY LEAVE PLAN

[This Letter of Understanding is applicable to all CMTF members]

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES,
Coast Mountains School District 82

AND

TERRACE DISTRICT TEACHERS' UNION

The parties agree as follows:

The parties will jointly develop a Deferred Salary Plan for teacher members of the Terrace District Teachers' Union.

The plan will have amongst its attributes:

It will operate at no cost to the Board.

It will meet Revenue Canada's guidelines for such plans.

It will be similar to other Deferred Salary Leave Plan Agreements in effect in other school Districts.

The Board agrees to implement the plan on finalization between the parties and the receipt of approval from Revenue Canada and the British Columbia Public School Employers' Association.

For the Board

For the Union

DEFERRED SALARY LEAVE PLAN (L)
LETTER OF UNDERSTANDING

1. ELIGIBILITY

Any TDTU member with one year seniority with School District No. 82 (Coast Mountains) is entitled to apply to the Board to participate in this plan.

2. APPLICATION

.1 A teacher must make written application to the Superintendent of Schools or designate on or before January 31 requesting permission to participate in the plan. Such application should specify the period of accumulation and the period of the leave.

.2 Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by April 1 in the school year the original request is made.

.3 Approval of each application shall rest solely with the Board, with first priority being given to teachers with the most TDTU seniority within School District No.82 (Coast Mountains) and the second priority being given to people with the most seniority in teaching. If so approved, the participation of the teacher in the plan will become effective on a date specified by the Board but not to be later than September 1 of the calendar year in which the Board's approval is given.

.4 All teachers who participate in the plan must sign a Memorandum of Agreement supplied by the Board before final approval for participation is granted (attached).

.5 The maximum number of teachers who may be away on a leave of absence under this plan in any given year shall not exceed 5 percent (5%) of the total teaching staff of the School District under TDTU jurisdiction, on a full-time equivalent basis. The date of this determination shall be January 31 of the year in question.

3. PAYMENT FORMULA AND LEAVE OF ABSENCE

.1 The payment of salary, benefits and the timing of the one-year leave of absence shall be as follows:

a. During each school year in which the teacher has participated in the plan prior to the one-year leave of absence up to a maximum of four school years, the teacher will receive 80% of their annual salary, consisting of their proper grid salary and applicable allowances. The remaining 20% of the annual salary will be deducted and invested in accordance with paragraph 3.1b) and shall be paid to the teacher during the year of leave. The schedule of payments during the leave of absence will be one-tenth of the total accumulation in each of the ten months of the school year (net of statutory withholdings).

b. The monies deducted by the Board in accordance with Paragraph 3.1a) shall be invested in a plan mutually agreed to between the Union and the employer. The employer's obligation will be to set up the plan,

enroll employees, deduct and remit 20% of the teachers' salary per month, and pay employees as per paragraph 3.1a) during the leave of absence.

c. The financial institution shall make an annual report to each participating teacher under this plan as to the amount of deferred salary together with interest accrued to that date. The plan should provide that interest will be paid out annually to each teacher.

d. The Board will bear the administrative expenses of the plan.

.2 During the leave of absence, the responsibility for payment of total premiums for benefits for a participant shall be as set forth in the Collective Agreement then in force between the Board and the Union governing unpaid leaves.

.3 The leave of absence shall immediately follow the deferral period.

.4 Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Superintendent, given not less than six (6) months notice prior to the scheduled date for the commencement of the leave, postpone such leave for one year.

.5 On return from leave, a teacher will be assigned to their same position (including position of responsibility) or, if due to declining or changing enrolment patterns, said position no longer exists, the assignment of the teacher will be governed by the appropriate contractual provisions governing transfers and layoffs.

.6 After participation in the plan, the teacher's salary and benefits will be as set out in the Collective Agreement then in force between the Board and the Union governing such matters.

.7 Sick leave credit will not accumulate during the one-year leave of absence.

.8

a. In the event the Board is unable to obtain a suitable replacement for a teacher who has requested a leave of absence at a specified time, the Board may, in its discretion, defer the leave of absence for one (1) school year. In such case a teacher may choose to remain in the plan, or they may withdraw from the plan in which case they shall receive the monies and interest accrued in accordance with paragraph 3.1 a) and 3.1b) to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.

b. Should a deferral result in a leave of absence being taken past the fifth year of the plan, any monies deducted by the Board and interest thereon in accordance with Paragraph 3.1a) and 3.1b) will continue to bear interest as provided in the plan until the leave of absence is taken.

4. WITHDRAWAL

.1 Teachers who cease to be employed by the Board while participating in the plan must withdraw from the plan and will be paid a lump sum adjustment (net of statutory withholding deducted) for the monies deducted by the Board plus interest thereon in accordance with Paragraphs 3.1.a) and 3.1.b). Payment shall be made within sixty days of such withdrawal from the plan.

.2 With consent of the Employer, and having given 90 days notice, a teacher may withdraw from the Plan at any time prior to taking their leave of absence. Upon such withdrawal, all monies deducted by the Board and interest thereon in accordance with Paragraphs 3.1.a) and 3.1.b) will be paid to the teacher within sixty days of the giving of such consent.

.3 Should a teacher die while participating in the plan, all monies deducted by the Board and interest thereon, subject to the plan, in accordance with paragraphs 3.1.a) and 3.1.b) at the time of death will be paid to the teacher's estate within sixty days after notification of the Board of such death and upon receipt of any necessary legal clearances and proofs normally required for payment to estates.

.4

- a) Should a teacher become ill for a period of more than ninety (90) consecutive days while participating in the plan, the teacher may, upon notice to the Board, withdraw from the plan and all monies deducted by the Board, and interest thereon, in accordance with Paragraphs 3.1.a) and 3.1.b) will be paid to the teacher, with such payment to be made within sixty days of the receipt of such notice by the Board.
- b) One time during the plan, the teacher also has the option under this clause of suspending their participation in the plan until September 1 next ensuing in which case the Board shall pay a full salary and benefits to such teacher without deduction, but the amount previously deducted by the Board and interest thereon in accordance with Paragraphs 3.1.a) and 3.1.b) shall continue to be held by the Plan. The amount so retained shall continue to bear interest until a leave of absence is granted or the teacher withdraws from the plan.

.5

- a) The Board may, with the agreement of the Union terminate or amend the plan, and such amendment shall be binding upon all present and future participants.
- b) No amendment shall be made to the plan, which will prejudice any tax ruling, which is applicable to the plan prior to the amendment.

The Board of School Trustees
School District No. 82

Terrace District Teachers' Union

B.C. Public Schools Employers
Association

B.C. Teachers Federation

**DEFERRED SALARY LEAVE PLAN
MEMORANDUM OF AGREEMENT**

I have read the terms and conditions of the Self-Funded Leave Plan and understand same and I agree to participate in the plan under the following terms and conditions.

1. Commencement

My deferrals shall commence _____, 20____.

2. Number of Years of Participation

I shall participate in the plan for four (4) years and my leave of absence shall immediately follow thereafter but subject to the provisions of paragraph 3 below.

3. Period of Leave

In accordance with clause 2 of the plan, I shall take my leave of absence from _____ to _____, 20____ but I shall have the right in accordance with clause 3.4 of the plan to postpone such leave for twelve (12) months and the Board shall have the right, in accordance with clause 8.1 of the plan, to defer such leave for twelve (12) months.

4. Funding of Leave of Absence

In accordance with clause 3.1.a) of the plan, I direct that the Board withhold 20 percent of my current compensation amount during my participation in the plan.

5. Return to Employment

I understand I must return to employment with the Board or with another employer for a period of time not less than the period of leave.

DATED _____

AGREED TO BY THE BOARD

DATED _____

SUPERINTENDENT

LETTER OF UNDERSTANDING – EXPERIENCE RECOGNITION

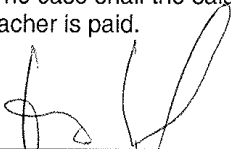
Between
The Board of School Trustees, Coast Mountains School District 82
And
The Coast Mountains Teachers Federation

The parties agree as follows:

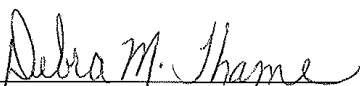
This agreement is an interim arrangement to address a specific need. In the event that a new provincial provision on the same matter is negotiated, such a provision(s) will supercede this agreement in its entirety. Otherwise, this agreement will remain in force. However, no employee hired under this agreement shall lose experience credit provided in accordance with this Letter of Understanding.

A Teacher of Industrial Education (Technology Education) who holds at least a Category 2 shall be given credit for one-half of the teachers' experience as a journeyman provided the subject taught is directly related to that trade at least 60% of the time, to a maximum of 10 years experience (five years maximum credit).

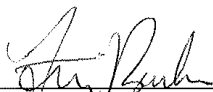
In no case shall the salary exceed the maximum of the category classification on which the teacher is paid.




The Board of School Trustees
School District No. 82



Debra Thame, Acting Co-President
Coast Mountains Teachers' Federation



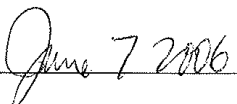
Francis Boucher, Co-President
Coast Mountains Teachers' Federation



BC Public School Employers'
Association



BC Teachers' Federation

Date: 
June 7 2006

Memorandum Of Settlement – Union Recognition

Between:

British Columbia Public School Employers’ Association (BCPSEA)

And:

British Columbia Teachers’ Federation (BCTF)

RE: Grievance Concerning Recognition of Local Union, Dues Deduction and Membership – SD No. 5 (South East Kootenay), SD No. 6 (Rocky Mountain), SD No. 8 (Kootenay Lake), SD No. 53 (Okanagan Similkameen), SD No. 58 (Nicola-Similkameen), SD No. 79 (Cowichan Valley), SD No. 82 (Coast Mountains), SD 83 (North Okanagan-Shuswap), SD No. 91 (Nechako Lakes).

The following agreement is made on a without precedent and prejudice basis, respecting the above noted districts only and represents full and final settlement to the above noted grievance on the following terms and conditions:

1.0 Union Recognition

- 1.1 For collective agreement purposes, BCPSEA and each employer recognize one (1) local union/association per School District (Article A.2).
- 1.2 The organization of a local union/association and matters of how its authority/responsibilities are framed or delegated are matters within the exclusive authority of the BCTF and the local union/associations. Subject to PELRA and the exclusive bargaining agency of the BCTF, the local union/association designated by the BCTF has the exclusive right to exercise the local rights and capacities delegated by the BCTF pursuant to PELRA.
- 1.3 For purposes of recognition (Article A.2), upon written notice by the BCTF pursuant to Section 8 of PELRA, a new local union/association in the district succeeds and replaces the previously recognized union/association.
- 1.4 Nine (9) new local union/associations have been created:
 1. the “Cranbrook and Fernie Teachers’ Association”;
 2. the “Rocky Mountain Teachers’ Association”;
 3. the “Kootenay Lake Teachers’ Association”;
 4. the “South Okanagan Similkameen Teachers’ Union”;
 5. the “Nicola Valley and Princeton Teachers’ Union”;
 6. the “Cowichan Valley Teachers’ Federation”;
 7. the “Coast Mountain Teachers’ Federation”;
 8. the “North Okanagan Shuswap Teachers’ Association”;
 9. the “Burns Lake and Nechako Teachers’ Union”;

As a result,

SD No. 5 (Southeast Kootenay) – The Cranbrook and Fernie District Teachers’ Association will replace all references to the Cranbrook District Teachers’ Association in the previous local agreement.

SD No. 6 (Rocky Mountain) – The Rocky Mountain Teachers’ Association will replace all references to the Windermere District Teachers’ Association in the previous local agreement.

SD No. 8 (Kootenay Lake) – The Kootenay Lake Teachers’ Federation will replace all references to the Nelson District Teachers’ Association in the previous local agreement.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers’ Union will replace all references to the Southern Okanagan Teachers’ Association in the previous local agreement.

SD No. 58 (Nicola-Similkameen) – The Nicola Valley and Princeton Teachers’ Union will replace all references to the Nicola Valley Teachers’ Union in the previous local agreement.

SD No.79 (Cowichan Valley) – The Cowichan Valley Teachers’ Federation will replace all references to the Cowichan District Teachers’ Association in the previous local agreement.

SD No. 82 (Coast Mountains) – The Coast Mountain Teachers’ Federation will replace all references to the Terrace District Teachers’ Union in the previous local agreement.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers’ Association will replace all references to the Shuswap Teachers’ Association in the previous local agreement.

SD No. 91 (Nechako Lakes) – The Burns Lake and Nechako Teachers’ Union will replace all references to the Nechako Teachers’ Union in the previous local agreement.

- 1.5 For grievances from the Column C geographical area, it is understood that the language from the Column C agreement would apply for incidents which crystallized prior to July 1, 2002. The BCTF will provide BCPSEA with a list of such grievances. Should the date of crystallization be unclear, further discussions by the provincial parties shall take place.

2.0 Union Membership

- 2.1 With the exception of the exempted employees referred to in Article A.3.2, as a condition of employment (Article A.3), employees covered by the teachers’ collective agreement must become and remain members of the BCTF and the local Union/Association recognized and named in Article A.2 of the collective agreement.
- 2.2 The active membership application form prepared by the Union will require membership in the BCTF and the recognized local Union/Association. Should the recognized local Union/Association require membership in another Union/Association/organization as a condition of their membership in the BCTF and/or recognized local Union/Association, such membership requirement for these organizations can be included on this form.
- 2.3 As a result,

SD No. 5 (Southeast Kootenay) – as a condition of employment, teachers will become and remain members of the BCTF and the Cranbrook and Fernie District Teachers’ Association.

SD No. 6 (Rocky Mountain) – as a condition of employment, teachers will become and remain members of the BCTF and the Rocky Mountain Teachers’ Association.

SD No. 8 (Kootenay Lake) – as a condition of employment, teachers will become and remain members of the BCTF and the Kootenay Lake Teachers’ Federation.

SD No. 53 (Okanagan-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers’ Union.

SD No. 58 (Nicola-Similkameen) – as a condition of employment, teachers will become and remain members of the BCTF and the Nicola Valley and Princeton Teachers’ Union.

SD No. 79 (Cowichan Valley) – as a condition of employment, teachers will become and remain members of the BCTF and the Cowichan Valley Teachers’ Federation.

SD No. 82 (Coast Mountains) – as a condition of employment, teachers will become and remain members of the BCTF and the Coast Mountain Teachers’ Federation.

SD No. 83 (North Okanagan-Shuswap) – as a condition of employment, teachers will become and remain members of the BCTF and the North Okanagan Shuswap Teachers’ Association.

SD No. 91 (Nechako Lakes) – as a condition of employment, teachers will become and remain members of the BCTF and the Burns Lake and Nechako Teachers’ Union.

2.4 The employer will send the completed active membership application form to the recognized local union/association.

3.0 Local and BCTF Dues Deductions

3.1 The employer agrees to deduct and remit dues and fees from teachers to the BCTF and the recognized local union/association pursuant to their constitutions and by-laws (Article A.4).

3.2 Pursuant to the BCTF and recognized local union’s constitutions and by-laws, it is understood that this does not preclude the union from setting different dues/fee deductions for different members. Should this be the case, the recognized local union/association shall supply the employer with a letter from the recognized local union/association indicating the amount of dues/fees to be deducted.

3.3 When the employer remits the dues and fees to the BCTF and the recognized local union/association, the employer shall supply the recognized local union/association with a listing of the amount remitted for each member.

3.4 As a result,

SD No. 5 (Southeast Kootenay) – the Cranbrook and Fernie District Teachers’ Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 6 (Rocky Mountain) – the Rocky Mountain Teachers’ Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 8 (Kootenay Lake) – the Kootenay Lake Teachers’ Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 53 (Okanagan-Similkameen) – The South Okanagan Similkameen Teachers’ Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 58 (Nicola-Similkameen) – the Nicola Valley and Princeton Teachers’ Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 79 (Cowichan Valley) – the Cowichan Valley Teachers’ Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

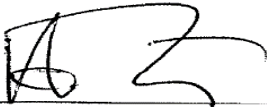
SD No. 82 (Coast Mountains) – The Coast Mountain Teachers’ Federation shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 83 (North Okanagan-Shuswap) – The North Okanagan Shuswap Teachers’ Association shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

SD No. 91 (Nechako Lakes) – the Burns Lake and Nechako Teachers’ Union shall notify the school district in writing of the amount of dues and fees that shall be deducted from each of its members pursuant to its constitution and by-laws.

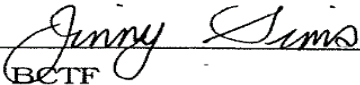
4.0 Effective Date

4.1 The implementation of this grievance settlement shall take effect July 1, 2003 or at a later date agreed to by the parties. Notwithstanding the above, should there be a change to the dues deduction/remittance that does not allow for implementation by September 1, 2003, the local parties shall meet to discuss the implementation date for these changes to the dues/remittance, but in no case shall these changes take effect later than thirty (30) days from receipt of notice.



BCPSEA

Date: 9th Oct 2003



BCTF

Date: 8th October 2003

This document replaces the original signed by Hugh Finlayson (for BCPSEA) and Jinny Sims (for BCTF) on July 8, 2003 and reflects necessary amendments as a result of the formation of a new amalgamated local union/association (the South Okanagan Similkameen Teachers’ Union) in SD No. 53 Okanagan Similkameen.

/jr/utfe/iwa 1-3567

PROVINCIAL LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1

BETWEEN

The British Columbia Teachers' Federation

AND

The British Columbia Public School Employers' Association

Re: Designation of Provincial and Local Matters

1. Pursuant to the Public Education Labour Relations Act (PELRA), the provincial and the local parties agree to the designation of provincial and local matters as follows:
 - a. Those matters contained within Appendix 1 shall be designated as provincial matters.
 - b. Those matters contained within Appendix 2 shall be designated as local matters.
2. Provincial parties' roles will be pursuant to PELRA.
3. Referral of impasse items to the provincial table will be pursuant to PELRA
4. Timing and conclusion of local matters negotiations:
 - a. Local negotiations will conclude at a time determined by mutual agreement of the provincial parties.
 - b. Outstanding local matters may not be referred to the provincial table subsequent to the exchange of proposals by the provincial parties at the provincial table.
 - c. Where no agreement is reached, local negotiations will conclude at the time a new Provincial Collective Agreement is ratified.
5. Local and provincial ratification processes:
 - a. Agreements on local matters shall be ratified by the local parties subject to verification by the provincial parties that the matters in question are local matters (Appendix 2).
 - b. Agreements on provincial matters shall be ratified by the provincial parties.

6. Effective date of local matters items:
 - a. Agreements ratified by the school district and local union shall be effective upon the ratification of the new Provincial Collective Agreement unless the timelines are altered by mutual agreement of the provincial parties.

Signed this 8th day of March, 2013

Appendix 1 PROVINCIAL MATTERS
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Appendix 1 – Provincial Matters

Housekeeping – Form Issues

1. Common provincial provisions
2. Common provincial terminology
3. Cover Page of Agreement
4. Interpretation of Teacher Contracts and School Act

Section A – The Collective Bargaining Relationship

1. Term and Renegotiation, Re-opening Agreement During Term, Bridging, Strikes, Renewal, Retroactivity
2. Legislative Change
3. Recognition of the Union
4. Membership Requirement
5. Exclusions from the Bargaining Unit
6. Job Security including Contracting Out
7. Deduction of BCTF Dues and Professional Fees
8. President's/Officer Release
9. Management Rights and Responsibilities
10. Pro-D Chairperson/Coordinator Release
11. Release for Local, BCTF, CTF, Teacher Regulation Branch and Education International Business
12. Leave for Contract Negotiations
13. School Staff and District Committees
14. Access to Information
15. Copy of Agreement and melding/interfaces
16. Grievance/Arbitration (including Expedited) Procedure and Troubleshooter

Section B – Salary and Economic Benefits

1. Determination of Salary
 1. *Placement on Scale*
 2. *Salary Review*
 3. *Bonus for Education Courses, Reimbursement for Non-Credit Courses*
 4. *Classification of Salary for Letters of Permission*
 5. *New Positions, Reclassification*
 6. *Experience Recognition*
2. Salary Scale
 1. *Category Addition*
 2. *Category Elimination*
3. Payment of Salary
 1. *Increment Dates*
 2. *Withholding*
 3. *Error in Salary – Adjustments*
 4. *Part Month Payments and Deductions including Schedule*
 5. *Pay Periods including payment schedule*
4. Employees' Pay and Benefits including sick leave
 1. *Full time and continuing teachers*
 2. *Part Time and temporary or term teachers*
 3. *Teachers Teaching on Call*
 4. *Summer School and Night School Payment*
 5. *Associated Professionals*
5. Positions of Special Responsibility
6. Teacher in Charge/Acting Administrators (Filling Temporarily Vacant Position)
7. Automobile/Travel Allowance
8. First Aid, First Aid Allowance and Training
9. Special Allowances, i.e., Moving/Relocation, Travel, Isolation, One-Room School, Rural, Outer Island, Village Assignment, Pro-D Travel Allowance, Clothing, etc.
10. Establishment and funding of Classroom Supply Fund or Allowance (Compensation for Funds Spent by Teachers on Class)
11. Housing and Housing Assistance
12. No Cuts in Salary and Benefits
13. Payment for Work Beyond Regular Work Year
 1. *Counsellors Working Outside School Calendar*
 2. *Night School Payments*
 3. *Summer School Payments*
 4. *Salary – Payment for Additional Days*
 5. *Not Regular School Days*

14. Payment of Teacher Regulation Branch and other professional fees
15. Benefits – general information and benefits management committee
16. Benefits – Coverage
17. Employment Insurance/all EI rebates
18. Continuation of Benefits
19. Retirement Benefits and Bonuses
20. Wellness Programs, Employee and Family Assistance Program
21. Personal Property loss, theft, vandalism and Insurance
22. Benefits – RRSP

Section C – Employment Rights

1. Employment on Continuing Contract
 1. *Appointment on Continuing Contract*
 2. *Employment Rights – Temporary Teachers converting to continuing*
 3. *Probationary period*
2. Dismissal and Discipline for Misconduct
 1. *Conduct of a Teacher (Inside and Outside School)*
3. Dismissal Based on Performance
4. The Processes of Evaluation of Teachers' Teaching Performance
5. Part-Time Teachers' Employment Rights
 1. *Sick Leave and Benefits*
 2. *Long Services – Part Time Teaching Plan, Part Year Teachers*
6. Teacher Teaching on Call Hiring Practices
7. Seniority
8. Severance
9. Retraining, Board directed education upgrading

Section D – Working Conditions

1. Teacher Workload
 1. *Class Size*
 2. *Class Composition*
2. Inclusion
 1. *Urgent Intervention Program or similar*
 2. *School Based Team*

3. Professional Teaching Staff Formulas including advisory committees
4. Hours of Work
 1. *Duration of School Day*
 2. *Instructional Time*
 3. *Extended Day; Alternate Calendars e.g. Four Day Week*
5. Preparation Time
6. Regular Work Year for Teachers, School Calendar, Year Round Schools, Staggered Part Day Entries
7. Closure of Schools for Health or Safety Reasons
8. Supervision Duties, Duty Free Lunch Hour, Noon Hour Supervision
9. Availability of Teacher on Call
10. Teacher on Call Working Conditions
11. Mentor/Beginning Teacher Program, Student Teachers, Beginning Teacher Orientation
12. Child Care for Work Beyond Regular Hours, Day Care
13. Home Education, Suspended Students, Hospital/Homebound Teachers
14. Non-traditional Worksites, e.g.
 1. *Distributed Learning*
 2. *Adult Education*
 3. *Storefront Schools*
 4. *Satellite School Programs*
15. Technological Change, Adjustment Plan – Board Introduced Change
16. Hearing and Medical Checks, Medical Examinations, Tests, Screening for TB
17. Teacher Reports on Students, Anecdotal Reports for Elementary Students, Parent Teacher Conference Days

Section E – Personnel Practices

1. Definition of Teachers
2. Selection of Administrative Officers (Note: See Addendum B)
3. Non-sexist Environment
4. Harassment
5. Falsely Accused Employee
6. Violence Prevention
7. Criminal Record Checks
8. Resignation and Retirement

Section F – Professional Rights

1. Educational/Curriculum Change including committees
2. Professional Development Funding (Note: see also Addendum C)
 1. Tuition Costs
 2. Professional Development Committee – as related to funding
3. Professional Days (Non-Instructional)
4. School Accreditation and Assessment
5. Professional Autonomy
6. Responsibilities – Duties of Teachers

Section G – Leaves of Absence

1. Sick Leave, Sick Leave Portability, Preauthorized Travel for Medical Services Leave
2. Maternity and Parental Leave and Supplemental Employment Benefits Plan
3. Short Term Paternity Leave and Adoption Leave
4. Jury Duty and Appearances in Legal Proceedings
5. Educational Leave and Leave for Exams
6. Bereavement/Funeral Leave
7. Leave for Family Illness, Care of Dependent Child or Relative, Emergency or Long Term Chronic Leave, Compassionate Care Leave
8. Discretionary Leave, Short Term General Leave and Personal Leave
9. Leave for Elected Office and Leave for Community Services
10. Worker’s Compensation Leave
11. Leave of Absence Incentive Plan
12. Religious Holidays
13. Leave to Attend Retirement Seminars
14. Leave for Communicable Disease
15. Leave for Conference Participation
16. Leave for Competitions
17. Leave for Teacher Exchange
18. Secondment and Leave for external employment
19. Leave for University Convocations, Leave for graduation, Exams

20. Leave for Special Circumstances including: Citizenship, Marriage, Weather Leaves
21. Leave for Blood, Tissue and Organ Donations, Leave for Bone Marrow, Cell Separation Program Participation
22. Miscellaneous Leaves with cost

January 22, 2021 - Provincial Matters

Revised with housekeeping 28th day of October, 2022

<p style="text-align: center;">Appendix 2 LOCAL MATTERS</p>

Appendix 2 – Local Matters

Housekeeping – Form Issues

1. Glossary of Terms for local matters
2. Preamble, Introduction, Statement of Purpose

Section A – The Collective Bargaining Relationship

1. Local Negotiation Procedures
2. Recognition of Union
3. Access to Worksite
4. Use of School Facilities
5. Bulletin Board
6. Internal Mail
7. Access to Information
8. Education Assistants, Aides, and Volunteers
9. Picket Line Protection, School Closures – Re: Picket Lines (Strikes)
10. Local Dues Deduction
11. Staff Representatives, Lead Delegates
12. Right to Representation, Due Process
13. Staff Orientation
14. Copy of Agreement

Section B – Salary and Economic Benefits

1. Purchase Plans for Equipment e.g. computer purchase
2. Payroll, Deductions to Teachers Investment Account, Investment of Payroll – Choice of Bank Account
3. Employee Donations for Income Tax Purposes

Section C – Employment Rights

1. Layoff-Recall, Re-Engagement
2. Part-Time Teachers' Employment Rights
 1. *Job Sharing*
 2. *Offer of Appointment to District*
 3. *Assignments*
 4. *Posting & Filling Vacant Positions*

Section D – Working Conditions

1. Extra-curricular Activities
2. Staff Meetings
3. Health and Safety, including committees
4. Student Medication and Medical Procedures
5. Local Involvement in Board Budget Process,
 1. Committee – Finance Board Budget
 2. School Funds
6. Teacher Involvement in Planning New Schools
7. Space and Facilities
8. Services to Teachers e.g. translation
9. Inner City Schools, Use of Inner City Schools Funds

Section E – Personnel Practices

1. Posting and Filling Vacant Position
 1. *Offer of Appointment to District*
 2. *Assignments*
 3. *Job Sharing*
 4. *Posting Procedures – Filling*
 5. *Posting & Filling Vacant Positions – School Reorganization*
 6. *Transfer: Board Initiated Transfers, Transfer related to Staff Reduction*
 7. *Creation of New Positions*
 8. *Job Description*
2. Definition of Positions and Assignments
3. Personnel Files
4. School Act Appeals
5. Input into Board Policy
6. No Discrimination

7. Multiculturalism
8. Gender Equity
9. Selection of Administrative Officers (Note: See Addendum B)
10. Parental Complaints, Public Complaints

Section F – Professional Rights

1. Professional Development Committee as related to funding control (Note: see also Addendum C)
2. Committees
 1. *Professional Relations/Labour management*
 2. *Parent Advisory Council*
 3. *Joint Studies Committee*
 4. *Professional Development Committee (Note: see also Addendum C)*
 5. *Leave of Absence Committee*
3. First Nations Curriculum
4. Women's Studies
5. Fund Raising
6. Reimbursement of Classroom Expenses

Section G – Leaves of Absence

1. Long Term Personal Leave
2. Extended Maternity/Parental Leave/Parenthood (or their equivalent)
3. Deferred Salary/Self Funded Leave Plans
4. Unpaid Leaves: unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement, except for those elements of the clause that are provincial including: continuation of benefits, increment entitlement and matters related to pensions.

January 22, 2021 - Local Matters.

Revised with housekeeping 28th day of October, 2022

**Addendum A To
Letter of Understanding No. 1
Appendix 1 and 2**

Unpaid Leave In The Designation Of Provincial and Local Matters

Unpaid leave shall be designated for local negotiations, except as it relates to those elements of the clause that are provincial including: continuation of benefits, increment entitlement, pension related matters, and posting and filling.

Signed this 25th day of October 1995

**Addendum B To
Letter of Understanding No. 1
Appendices 1 and 2**

Concerning Selection of Administrative Officers

“Selection of Administrative Officers” shall be designated as a local matter for negotiations in those districts where the Previous Local Matters Agreement contained language which dealt with this issue or its equivalent. For all other districts, “Selection of Administrative Officers” shall be deemed a provincial matter for negotiations.

The issue of Administrative Officers returning to the bargaining unit does not form part of this addendum to appendices 1 and 2.

For the purposes of paragraph one of this addendum, the parties acknowledge that language on the issue of “Selection of Administrative Officers” or its equivalent exists in the Previous Local Agreements for the following districts: Fernie, Nelson, Castlegar, Revelstoke, Vernon, Vancouver, Coquitlam, Nechako, Cowichan, Alberni and Stikine.

The parties further acknowledge that there may be language in other Previous Local Agreements on this same issue. Where that proves to be the case, “Selection of Administrative Officers” or its equivalent shall be deemed a local matter for negotiations.

Signed this 11th day of December 1996.

**Addendum C To
Letter of Understanding No. 1
Appendices 1 and 2**

Professional Development

For the purposes of section 7 of part 3 of PELRA the parties agree as follows:

Teacher Assistants:

Teacher Assistants language shall, for all purposes, remain as a local matter pursuant to the Letter of Understanding signed between the parties as at May 31, 1995 save and except that language which concerns the use of teacher assistants as alternatives for the reduction of class size and/or the pupil/teacher ratio shall be designated as a provincial matter.

Professional Development:

Language concerning the date that funds for professional development are to be made available in a district, reference to a “fund” for professional development purposes and the continued entitled of an individual teacher to professional development funds and/or teacher-on-call time following a transfer shall be designated as local matters.

Signed this 23rd day of April 1997.

**Addendum D To
Letter of Understanding No. 1
Appendices 1 and 2**

Re: October 25, 1995 Letter of Understanding (“Unpaid Leave”) – Revised

1. The parties agree that “unpaid leave” for the purposes of the Letter of Understanding signed between the parties on October 25, 1995 means an unpaid leave not otherwise designated as a provincial matter in Appendix 1 (Provincial Matters) of the agreement on designation of the split of issues.
2. Unpaid leave as described in (1) above shall be designated for local negotiations except for provincial considerations in the article including: continuation of benefits, increment entitlement and matters related to pensions and posting and filling.

Signed this 7th day of October 1997.

LETTER OF UNDERSTANDING No. 2

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Agreed Understanding of the Term Teacher Teaching on Call

For the purposes of this Collective Agreement, the term Teacher Teaching on Call (TTOC) has the same meaning as Teacher on Call/Employee on Call (TOC/EOC) as found in the 2006-2011 Collective Agreement/Working Documents and is not intended to create any enhanced benefits.

The parties will set up a housekeeping committee to identify the terms in the Collective Agreement/working documents that will be replaced by Teacher Teaching on Call (TTOC).

Signed this 25th day of June, 2012

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING No. 3. a

Between

**THE BRITISH COLUMBIA TEACHERS' FEDERATION
(BCTF)**

And

**THE BRITISH COLUMBIA PUBLIC SCHOOL
EMPLOYERS' ASSOCIATION
(BCPSEA)**

Re: Section 4 of Bill 27 Education Services Collective Agreement Act

Transitional Issues—Amalgamated School Districts—SD.5 (Southeast Kootenay), SD.6 (Rocky Mountain), SD.8 (Kootenay Lake), SD.53 (Okanagan-Similkameen), SD.58 (Nicola-Similkameen), SD.79 (Cowichan Valley), SD.82 (Coast Mountains), SD.83 (North Okanagan-Shuswap), SD.91 (Nechako Lakes).

Section 4 of Bill 27 indicates that, “Effective July 1, 2002, the provisions of an agreement referred to in Column A of the following table, which provisions form part of the Collective Agreement constituted under section 2(1) of this Act, are deemed to apply for the purposes of all teachers employed by the school board in the school district referred to in the same row in Column B, and the agreements referred to in Column C are void and cease to have any effect.”

The Federation remains of the view that total compensation should be preserved for employees who are presently covered by terms and conditions that are found in local agreements identified in Column C Bill 27 Section (4) “Column C Agreements”. Total compensation includes all allowances and bonuses, including funding for professional development, currently paid to said employees. As well, the Federation maintains the view that superior benefit coverage and/or premium sharing should be preserved. Still further, it is the position of the Federation that increment values are to be preserved from Column C agreements where those increment values are greater than those found in agreements identified in Column A Bill 27 Section (4) “Column A agreements”. Lastly, a superior daily rate, both short and long term, for TTOC in the Column C agreements should continue through the term of the agreement and any bridging period. The above-cited positions of the Federation are founded, in part, on the Federation’s view that the “No Cut” provisions set out in the Column A Agreements properly apply to employees presently covered by the terms and conditions of the Column C Agreement.

Notwithstanding the Federation’s view on these matters, on a without prejudice and precedent basis to the Federation’s overall position in respect of Bill 27 “Education Services Collective Agreement Act” and Bill 28 “Public Education Flexibility and Choice Act”, including any legal or other challenges, and to any future amalgamation of school districts or local agreements consolidated as a result of amalgamation, the parties agree to the following transitional issues with respect to the implementation of Section 4 of Bill 27.

1.0 RATE OF PAY MAINTENANCE

Continuing and term/temporary employees now covered by Column C agreements, including employees who are laid off effective June 30, 2002, will be placed on the salary grid of the Column A agreements as of July 1, 2002 according to paragraphs 1.1 and 1.2 below.

1.1 Continuing Employees

1.1.1 All continuing employees presently at maximum salary or who would qualify for maximum salary as at June 30, 2002 pursuant to the Column C agreement will be placed at the maximum salary in the Column A agreement effective July 1, 2002 notwithstanding that the Column A agreement may have a greater number of increment steps to maximum.

1.1.2 All other continuing employees from the Column C agreement will be placed in the Category and Experience level of the Column A agreement according to the Category and Experience earned under the Column C agreement as at June 30, 2002.

Example:

Fernie Grid — Category 5 step (6) as at June 30, 2002 to be placed on the Cranbrook grid at Category 5 step (7) effective July 1, 2002 provided that the employee would have qualified for an increment under the terms and conditions of the Fernie agreement.

1.1.3 Continuing employees shall be notified, in writing, of their intended grid placement under the Column A agreement for the 2002-2003 school year within one month of the signing of this Letter of Understanding.

a. Appeals against the intended grid placement shall be heard by a committee consisting of an employee covered by the Column C agreement and an employee covered by the Column A agreement, as designated by the respective locals prior to June 30, 2002, and a person designated by the Board.

b. Appeals must be referred to the Board and the Union by October 15, 2002.

c. Appeals not resolved by November 15, 2002, shall be referred to step 3 of the grievance procedure, Article A.6.

1.1.4 Any continuing employee covered by a Column C agreement whose salary at June 30, 2002 (x) 1.025 is greater than that they would receive according to their salary in the Column A agreement at July 1, 2002, shall receive the difference in equal monthly instalments during the 2002-2003 school year. Such employees shall have their names and salary as at June 30, 2002 included on a “Rate of Pay Maintenance Schedule” attached to the Collective Agreement.

Sample Rate of Pay Maintenance Schedule:

Name		Annual Salary Effective June 30, 2002	Monthly Installment	
			July 1, 2002	July 1, 2003
First	Last	\$39,365	\$202	\$ 13
First	Last	\$42,564	\$215	\$ 0
First	Last	\$62,752	\$180	\$184

The local parties shall compile and forward the “Rate of Pay Maintenance” Schedule(s) to the provincial parties.

- 1.1.5 A continuing employee identified in 1.1.4 above whose salary at June 30, 2002 (x) 1.025 (x) 1.025 remains greater than what they would receive according to their salary in the Column A agreement at July 1, 2003, shall continue to receive the difference in equal monthly installments until June 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.1.6 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above shall, upon recall or assignment to a term/temporary or continuing contract of employment, receive any salary differential in equal monthly installments for any time they are employed.
- 1.1.7 A continuing employee who, except for their involuntary layoff, would have been covered by paragraphs 1.1.4 and 1.1.5 above, shall, if subsequently employed as a TTOC, be placed on the “TTOC Schedule” at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.1.8 The following describes the calculation for 1.1.4 and 1.1.5 above:

Year	Column A Agreement	Column C Agreement
02-03	Placement on grid according to Category and experience earned at June 30, 2002 = A.1	Salary at June 30, 2002 x 1.025 = B.1
		▪ (B.1 – A.1 = Difference/10= Monthly Installment)
03-04	Placement on grid according to Category and experience earned at June 30, 2003 = A.2	B.1 x 1.025 = B.2
		▪ (B.2 – A.2 = Difference/10= Monthly Installment)

- Notes: 1. For 12-month pay schedules, the divisors will be 12.
2. The above calculation presumes that increments are applied on September 1. When an increment is applied on a date other than September 1, the monthly instalment will be adjusted to reflect the salary and increment value of the Column A agreement.
3. Please refer to Appendix "A" for examples.

1.2 Term/Temporary Employees

- 1.2.1 A term/temporary employee covered by a Column C agreement who has worked in term/temporary assignment(s) which, in the aggregate, equal(s) a minimum of .5 FTE during the 2001-2002 school year shall have their name added to the Rate of Pay Maintenance Schedule as appropriate.
- 1.2.2 A term/temporary employee identified in paragraph 1.2.1 above, who is appointed to a term/temporary or continuing contract of employment, shall receive the monthly installment outlined in paragraphs 1.1.4 and 1.1.5 above for any time they are employed between July 1, 2002 and July 30, 2004 and any bridging period pursuant to Article A. 1.2.
- 1.2.3 A term/temporary employee covered by paragraph 1.2.1 above, shall, if subsequently employed as a TTOC, be placed on the "TTOC Schedule" at the daily rate they would have received under the Column C agreement effective June 30, 2002 if such daily rate is greater than the daily rate stipulated in the Column A agreement. The employee shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.

1.3 TTOCs

- 1.3.1 Any TTOC on the TTOC List pursuant to a Column C agreement at June 30, 2002 whose daily rate of pay effective June 30, 2002 is greater than the daily rate stipulated in the Column A agreement effective July 1, 2002 shall have their daily rate maintained until June 30, 2004 and any bridging period pursuant to Article A. 1.2 of the Collective Agreement.
- 1.3.2 A "TTOC Schedule" shall be appended to the Collective Agreement that identifies each eligible TTOC and their daily rate at June 30, 2002.

Sample TTOC Schedule:

Name		Daily Rate Effective June 30, 2002
First	Last	\$159.64
First	Last	\$166.70

NOTE: In some districts the daily rate for TTOCs will be the same for all TTOCs on the Schedule.

1.3.3 The daily rate of pay for non-certificated teacher replacements in School Districts #08 (Kootenay Lake) and #82 (Coast Mountains) shall continue according to the terms and conditions of the Column C agreement unless varied pursuant to 9.3.2 of this Letter of Understanding.

1.3.4 The local parties shall compile and forward these “TTOC Schedules” to the provincial parties.

1.4 Employees Hired After June 30, 2002

1.4.1 Continuing and term/temporary employees, hired after June 30, 2002, who are not covered by 1.1 and 1.2 above, shall be placed on the salary grid according to the provisions of the Column A agreement.

1.4.2 TTOC placed on the TTOC list after July 1, 2002, who are not covered by 1.3 above, shall be paid a daily rate according to the provisions of the Column A agreement.

2.0 SICK LEAVE CREDITS

Effective July 1, 2002, the accumulated sick leave credits of employees covered by a Column C agreement shall be continued. The application and subsequent accumulation of sick leave credits shall be in accordance with the Column A agreement.

3.0 SENIORITY LISTS - DISTRICT-WIDE

Seniority lists shall be established on a district-wide basis. The local parties shall compile and forward the district-wide seniority list to the provincial parties. For administrative purposes, the local parties may establish administrative lists from the district-wide seniority list which set out the relative seniority of employees by geographic region.

4.0 STAFFING PROVISIONS - TRANSITIONAL EFFECTIVE DATE

In accordance to Section 4 of Bill 27, the staffing provisions of the Column C agreement becomes void on July 1, 2002 and the staffing provisions of the Column A agreement will apply to all teachers throughout the district. In recognition that this effective date (July 1, 2002) is in the midst of the yearly staffing process (May — October), subject to the local parties agreement and the approval of the provincial parties, the following options pertaining to staffing provisions are available:

- i. The Column A staffing provisions would take effect prior to July 1, 2002 (implement staffing provisions from the Column A agreement early).
- ii. The staffing provisions of the Column A agreement would take effect after July 1, 2002 but no later than October 31, 2002 (delayed implementation of the staffing provisions from the Column A agreement).

It is understood that the above are only options to consider and failing agreement of all parties, the staffing provisions of the Column A agreement will take effect for all employees in the district on July 1, 2002.

Should the local parties agree to one of the alternatives available, this agreement will be forwarded to the provincial parties for approval.

5.0 GEOGRAPHICAL BOUNDARIES - STAFFING PROVISIONS

In the event that the local parties wish to incorporate geographical boundaries/factors into the Column A agreement's staffing provisions, the mid contract modification process would apply, i.e., these amendments to the Column A agreement would be agreed upon at the local level and submitted to the provincial parties for approval.

6.0 LEAVES COMMENCING PRIOR TO JULY 1, 2002

If a leave was approved and commenced under the Column C agreement prior to July 1, 2002 and is to continue past July 1, 2002, the terms and conditions of this leave, including the method of returning from leave of the Column C agreement would continue to apply for the duration of that leave. The Column A agreement would apply to all leaves that commence after June 30, 2002.

7.0 SALARY PLANS

7.1 Deferred Salary Plan

Employees who have commenced a deferred salary plan under the Column C agreement shall be eligible to continue this plan until its completion under the terms and conditions contained in the Column C agreement, including any provisions related to return from leave.

7.2 12 Month Payroll Savings Plan/ 12-Month Pay Plan

Employees currently on a 12-month payroll savings plan or a 12-month pay plan under the Column C agreement shall continue with that plan until August 31, 2002 under the terms and conditions contained in the Column C agreement.

8.0 BENEFIT PLANS - TURNOVER DATE

- 8.1 In SD.83 (North Okanagan-Shuswap) premiums for benefits are paid in advance and calculated for deduction over the course of the year. As a result, the turnover date for benefits in SD.83 (North Okanagan-Shuswap) will be delayed until October 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until September 30, 2002 and the benefit plans under the Column A agreement would then start to apply on October 1, 2002.
- 8.2 Effective September 1, 2002, employees under the Column A agreement in SD.53 (Okanagan-Similkameen) will be covered by a new benefit provider. As a result, the turnover date for benefits in SD.53 (Okanagan-Similkameen) will be delayed until September 1, 2002, i.e., the benefit plans under the Column C agreement would continue to apply until August 31, 2002 and the benefit plans under the Column A agreement would start to apply on September 1, 2002.

9.0 INCLUSIONS

9.1 List

The following list sets out membership in the teachers' bargaining unit, as defined by PELRA, currently included in the Column C agreement, by variation of the LRB, but not included for purposes of the Column A agreement.

- i SD.6 (Rocky Mountain) — Employees instructing adult education academic credit courses.
- ii SD.82 (Coast Mountains) — Speech Language Pathologists and uncertified substitute teachers.
- iii SD.83 (North Okanagan-Shuswap) — Persons employed to teach the Family Life curriculum in the Family Life Education program and Speech Language Pathologists
- iv SD.91 (Nechako Lakes) — Associated professionals including Speech Language Pathologists, Native Educational Counsellors, Native Language and Culture Instructors.

9.2 School District No.8 (Kootenay Lake)

Non-certificated teacher replacements are currently included in the Column C agreement and are members of the teachers' bargaining unit but are not included in the Column A agreement.

9.3 Application

- 9.3.1 After June 30, 2002, in the geographical area of the former Column C agreement, all employees listed in 9.1 and 9.2 above shall remain, or, in the case of new employees, shall become, members of the teachers' bargaining unit and the BCTF.
- 9.3.2 BCPSEA and the BCTF shall determine the terms and conditions of employment for the employees identified in 9.1 and 9.2 above. Should the parties be unable to reach agreement, the terms of Article A. 1.4 of the Collective Agreement shall apply.
- 9.3.3 In the geographical area of the former Column A agreement, employees listed in the above classifications shall not become members of the bargaining unit except through the processes provided in the Labour Code.

9.4 School District No.79 (Cowichan Valley)

Employees instructing Adult Education (Adult Basic Education and High School Completion) programs in the former School District No.65 (Cowichan) and former School District No.66 (Lake Cowichan) are included in the bargaining unit and are covered by the terms and conditions of employment in the Column A agreement.

Signed this 25th day of June, 2002

Revised with housekeeping 28th day of October, 2022

**Appendix "A" to
LOU Re: Section 4 of Bill 27**

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TOS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
4	0	\$33,744	\$34,588	\$35,452	\$36,338
4	1	\$35,547	\$36,438	\$37,347	\$38,280
4	2	\$37,350	\$38,284	\$39,241	\$40,222
4	3	\$39,153	\$40,132	\$41,135	\$42,163
4	4	\$40,956	\$41,986	\$43,029	\$44,105
4	5	\$42,759	\$43,828	\$44,924	\$46,047
4	6	\$44,562	\$45,676	\$46,818	\$47,988
4	7	\$46,365	\$47,524	\$48,712	\$49,930
4	8	\$48,168	\$49,372	\$50,607	\$51,872
4	9	\$49,971	\$51,220	\$52,501	\$53,813
4	10	\$51,774	\$53,068	\$54,395	\$55,755

Example #1 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 0 = \$38,405 on June 30, 2002

Placed on new scale	Compare with \$38,405 +2.5%		Annual Difference	Monthly Instalment*
	1-Jul-02	4.1		
	\$37,347	4.1	\$2,019	\$202
	\$40,349	4.2	\$127	\$13

Example #2 Teacher hired under old PLA S.D. 1 - Cat. 4, Step 10 = \$52,880 on June 30, 2002

Placed on new scale	Compare with \$52,880 +2.5%		Annual Difference	Monthly Instalment*
	1-Jul-02	4.10		
	\$54,395	4.10	\$0	\$0
	\$55,557	4.10	\$0	\$0

* Monthly instalment assumes annual salary paid over 10 months

School District No. 5

Collective Agreement Effective July 1, 2002 (former S.D. 2)

TQS	Exp.	June 30/01	July 1/01	July 1/02	July 1/03
5	0	\$38,378	\$39,837	\$40,321	\$41,329
5	1	\$40,513	\$41,526	\$42,584	\$43,628
5	2	\$42,648	\$43,714	\$44,807	\$45,927
5	3	\$44,783	\$45,903	\$47,050	\$48,226
5	4	\$46,918	\$48,091	\$49,293	\$50,526
5	5	\$49,053	\$50,279	\$51,536	\$52,825
5	6	\$51,188	\$52,468	\$53,779	\$55,124
5	7	\$53,323	\$54,656	\$56,022	\$57,423
5	8	\$55,458	\$56,844	\$58,266	\$59,722
5	9	\$57,593	\$59,033	\$60,509	\$62,021
5	10	\$59,728	\$61,221	\$62,752	\$64,321

Example # 3 Teacher hired under old PLA S.D. 1 - Cat. 5, Step 0 = \$43,626 on June 30, 2002

Placed on new scale	1-Jul-02	5.1	\$42,584	Compare with \$43,626 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03	5.2	\$45,927	\$44,717	\$2,153	\$215
				\$45,835	\$0	\$0

Example #4 Teacher hired under old PLA S.D. 1 - Cat. 5+, Step 10 = \$62,976 on June 30, 2002

Salary grid does not contain Category 5+, therefore placed on Category 5

Placed on new scale	1-Jul-02	5.10	\$62,752	Compare with \$62,976 +2.5%	Annual Difference	Monthly Installment*
	1-Jul-03	5.10	\$64,321	\$64,550	\$1,798	\$180
				\$66,154	\$1,843	\$184

* Monthly Installment assumes annual salary paid over 10 months

LETTER OF UNDERSTANDING No. 3.b

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Section 27.4 Education Services Collective Agreement Act

The parties agree that the amounts paid to employees at June 30, 2013, pursuant to the "Rate of Pay Maintenance" provisions of the Letter of Understanding (June 25, 2002) shall continue. Those same amounts shall be increased by the same percentage increases as are applied to the Column A salary grids in the applicable district.

Signed this 10th day of April, 2013

LETTER OF UNDERSTANDING No. 4

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Employment Equity – Indigenous Peoples

The parties recognize that Indigenous Peoples are underrepresented in the public education system. The parties are committed to redressing the under-representation of Indigenous Peoples in the workforce and therefore further agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner under section 42 of the *Human Rights Code* to obtain approval for a "special program" that would serve to attract and retain Indigenous employees.
2. They will encourage and assist boards of education and local teachers' unions to include a request to grant:
 - a. priority hiring rights to Indigenous applicants; and
 - b. priority in the post and fill process and layoff protections for Indigenous employeesin applications to the Office of the Human Rights Commissioner.
3. The parties' support for special program applications is not limited to positions funded by targeted Indigenous Education Funding.
4. The provincial parties will jointly develop communications and training which will support the application for and implementation of special programs in districts. As part of the communications and training initiative, the parties will develop an Implementation Guide to be shared with boards of education and local teachers' unions.
5. The provincial parties will meet to initiate this work within three (3) months of ratification of this agreement (or other time period as mutually agreed to) with the goal of completing the Implementation Guide and a plan for communications and training within one (1) year.

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING No. 5

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Teacher Supply and Demand Initiatives

The BC Teachers' Federation and the BC Public School Employer's Association agree to support the recruitment and retention of a qualified teaching force in British Columbia.

1. Remote Recruitment & Retention Allowance:

- a. Each full-time equivalent employee in the schools or school districts identified in Schedule A is to receive an annual recruitment allowance of \$2,761 effective July 1, 2022 upon commencing employment. Each part-time equivalent employee is to receive a recruitment allowance pro-rated to their full-time equivalent position.
- b. All employees identified will receive the annual recruitment allowance of \$2,761 effective July 1, 2022 as a retention allowance each continuous year thereafter. Each part-time employee is to receive a retention allowance pro-rated to their full-time equivalent position.
- c. The allowance will be paid as a monthly allowance.

2. Joint Remote Recruitment and Retention Review Committee

The parties agree to establish a committee within six (6) months of the conclusion of the 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by BCTF and up to three (3) representatives appointed by BCPSEA.

The committee will review:

- a. the 2008 criteria used to establish Schedule A;
- b. current demographics and data related to implementation of LOU 5;
- c. cost implications of potential future changes to LOU 5;
- d. current data related to remote recruitment and retention;

The parties agree to complete the work of the committee January 1, 2024 (or other period as mutually agreed to).

Signed this 28th day of October, 2022

Schedule A to Provincial Letter of Understanding No. 5 Re: Teacher Supply and Demand Initiatives

Schedule A - List of Approved School Districts or Schools

School Name	Town/Community
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05 - Southeast Kootenay (only part of district approved)

Jaffray Elementary	Jaffray
Grasmere	Grasmere
Elkford Secondary School	Elkford
Rocky Mountain Elem School	Elkford
District Learning Centre - Elkford	Elkford
Sparwood SS	Sparwood
Frank J Mitchell	Sparwood
Mountain View Elementary	
Fernie Sec School	Fernie
Isabella Dickens	Fernie
District Learning Centre - Fernie	Fernie
District Learning Centre - Sparwood	Sparwood

06 - Rocky Mountain (entire district approved)

08 - Kootenay Lake (entire district approved)

10- Arrow Lake (entire district approved)

20 - Kootenay Columbia (entire district approved)

27 - Cariboo Chilcotin (only part of district approved)

Anahim Lake	Anahim Lake
Tatla Lake Elem and Jr Sec	Tatta Lake
Forest Grove Elementary	
Alexis Creek	Alexis Creek
Likely Elem	Likely
Naghtaneqed Elem	Nemiah
Dog Creek Elem Jr Sec	Dog Creek
Big Lake Elem	Big Lake
Bridge Lake Elem	Bridge Lake
Horsefly Elem	Horsefly
Buffalo Creek Elem	Buffalo Creek

28 - Quesnel (only part of district approved)

Narcosli Elem	Narcosli
Red Bluff Elem	
Nazko Valley Elem	Nazko

Wells Elem	Wells
Kersley Elem	Kersley
Lakeview Elem	Lakeview
Barlow Creek Elem	Barlow Creek
Parkland Elem	Moose Heights
Bouchie Lake	Bouchie Lake

47 - Powell River (only part of district approved)

Texada Elem	Texada Island
Kelly Creek Elem	

49 - Central Coast (Entire District)

50 - Haida Gwaii (Entire District)

51 - Boundary (only part of district approved)

Beaverdell Elementary	Beaverdell
Big White Elementary	Big White
Christina Lake Elementary School	
Dr. DA Perley Elementary School	
Grand Forks Secondary School	Grand Forks
Greenwood Elem	Greenwood
John A Hutton Elementary School	
Midway Elementary	Midway
Boundary Central Secondary	Midway
West Boundary Elem	Rock Creek

52 - Prince Rupert (Entire District)

54 - Bulkley Valley (entire district approved)

57 - Prince George (only part of district approved)

Dunster Elem	Dunster
Mackenzie Elem	Mackenzie
Mackenzie Secondary	Mackenzie
Morfee Elem	Mackenzie
McBride Sec	McBride
McBride Elem	McBride
Hixon Elem	Hixon
Giscome Elem	Giscome
Valemount Secondary	Valemount
Valemount Elementary	Valemount

59 - Peace River South (Entire District)

60 - Peace River North (Entire District)

64 - Gulf Islands (only part of district approved)

Saturna Elementary	Saturna
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69 - Qualicum (only part of district approved)

False Bay School	Lasqueti
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70 - Alberni (only part of district approved)

Bamfield	Bamfield
Wickanninish	Tofino
Ucluelet Elem	Ucluelet
Ucluelet Sec	Ucluelet

72 - Campbell River (only part of district approved)

Surge narrows	Read Island
Sayward Elem	Village of Sayward
Cortes Island	Cortes island

73 - Kamloops/Thompson (only part of district approved)

Blue River Elem	Blue River
Vavenby Elem	Vavenby
Brennan Creek	Brennan Creek

74 - Gold Trail (only part of district approved)

Gold Bridge Community	Gold Bridge/ Bralorne
Sk'il' Mountain Community	Seton Portage/South Shalalth/Shalalth
Lytton Elementary	
Kumsheen Secondary	
Venables Valley Community	Venables Valley
	Lillooet/Pavilion/ Fountain/Band
Cayoosh Elementary	Communities
	Lillooet/ Pavilion / Fountain/Band
George M. Murray Elementary	communities
	Lillooet / Pavilion / Fountain/Band
Lillooet Secondary	communities

81 - Fort Nelson (Entire District)

82 - Coast Mountain (Entire District)

84 - Vancouver Island West (entire district approved)

85 - Vancouver Island North (Entire District)

87 - Stikine (Entire District)

91 - Nechako Lakes (Entire District)

92 - Nisga'a (Entire District)

93 - Conseil Scolaire Francophone (only part of district approved)

Ecole Jack Cook	Terrace
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LETTER OF UNDERSTANDING No. 6

BETWEEN
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
BRITISH COLUMBIA TEACHERS' FEDERATION

RE: Article C.2. – Porting of Seniority – Separate Seniority Lists

This agreement was necessitated by the fact that some districts have a separate seniority list for adult education teachers, i.e., 1 seniority list for K – 12 and a second separate seniority list for adult education seniority. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any previous staffing decisions with the understanding that anomalies could be discussed and considered at labour management. There are 4 possible situations and applications:

1. Teacher in a district with 1 list ports to a district with 1 list (1 to 1)
 - Both K – 12 and adult education seniority are contained on a single list in both districts.
 - Normal rules of porting apply.
 - No more than 1 year of seniority can be credited and ported for any single school year.
 - Maximum of 20 years can be ported.

2. Teacher in a district with 2 separate lists ports to a district with 2 separate lists (2 to 2)
 - Both K – 12 and adult education seniority are contained on 2 separate lists in both districts.
 - Both lists remain separate when porting.
 - Up to 20 years of K – 12 and up to 20 years of adult education can be ported to the corresponding lists.
 - Although the seniority is ported from both areas, the seniority is only activated and can be used in the area in which the teacher attained the continuing appointment. The seniority remains dormant and cannot be used in the other area unless/until the employee subsequently attains a continuing appointment in that area.
 - For example, teacher A in District A currently has 8 years of K – 12 seniority and 6 years of adult education seniority. Teacher A secures a K – 12 continuing appointment in District B. Teacher A can port 8 years of K – 12 seniority and 6 years of adult education seniority to District B. However, only the 8 years of K – 12 seniority will be activated while the 6 years of adult education seniority will remain dormant. Should teacher A achieve a continuing appointment in adult education in District B in the future, the 6 years of adult education seniority shall be activated at that time.

3. Teacher in a district with 2 separate lists ports to a district with 1 seniority list (2 to 1)
 - A combined total of up to 20 years of seniority can be ported.
 - No more than 1 year of seniority can be credited for any single school year.
4. Teacher in a district with 1 single seniority list ports to a district with 2 separate seniority lists (1 to 2)
 - Up to 20 years of seniority could be ported to the seniority list to which the continuing appointment was received.
 - No seniority could be ported to the other seniority list.
 - For example, teacher A in District A currently has 24 years of seniority and attains a K – 12 position in District B which has 2 separate seniority lists. Teacher A could port 20 years of seniority to the K – 12 seniority list in District B and 0 seniority to the adult education seniority list in District B.

The porting of seniority only applies to seniority accrued within the provincial BCTF bargaining unit. The porting of seniority is not applicable to adult education seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Signed this 26th day of March, 2020

LETTER OF UNDERSTANDING No. 7

**BETWEEN
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
BRITISH COLUMBIA TEACHERS' FEDERATION**

**Re: Article C.2 – Porting of Seniority & Article G.1 Portability of Sick Leave –
Simultaneously Holding Part-Time Appointments in Two Different Districts**

The following letter of understanding is meant to clarify the application of Article C.2.2 and G.1 of the provincial Collective Agreement with respect to the situation where a teacher simultaneously holds part-time continuing appointments in two (2) separate school districts, i.e., currently holds a part-time continuing appointment in one (1) district and then subsequently obtains a second part-time continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 and G.1 shall apply:

1. The ability to port sick leave and seniority cannot occur until the employee either resigns/terminates their employment from the porting district or receives a full leave of absence from the porting district.
2. The requirement for the teacher to initiate the sick leave verification process (90 days* from the initial date of hire) and the seniority verification process (within 90 days* of a teacher's appointment to a continuing contract) and forward the necessary verification forms to the previous school district shall be held in abeyance pending either the date of the employee's resignation/termination of employment from the porting district or the employee receiving a full leave of absence from the porting district.

[* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.]

3. Should a teacher port seniority under this Letter of Understanding, there will be a period of time when the employee will be accruing seniority in both districts. For this period of time (the period of time that the teacher simultaneously holds part-time continuing appointments in both districts up until the time the teacher ports), for the purpose of porting, the teacher will be limited to a maximum of 1 years seniority for each year.
4. Should a teacher receive a full-time leave and port seniority and/or sick leave under this letter of understanding, the rules and application described in the Irene Holden award of June 7, 2007 concerning porting while on full-time leave shall then apply.
5. Consistent with Irene Holden's previous awards on porting, implementation of this agreement is meant to be on a prospective basis and is not intended to undo any

previous staffing decision with the understanding that anomalies could be discussed and considered at labour management.

The following examples are intended to provide further clarification:

Example 1

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On June 30, 2008, the employee resigns from district A. The employee will have 90 days from June 30, 2008 to initiate the seniority and/or sick leave verification processes and forward the necessary verification forms to the previous school district for the porting of seniority and/or sick leave. No seniority and/or sick leave can be ported to district B until the employee has resigned or terminated their employment in district A. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

Example 2

Part-time employee in district A has 5 years of seniority. On September 1, 2007 they also obtain a part-time assignment in district B. On September 1, 2008, the employee receives a leave of absence from district A for their full assignment in district A. The employee will have 90 days from September 1, 2008 to initiate the seniority and/or sick leave verification process and forward the necessary verification forms to the previous school district for the porting of seniority. The Irene Holden award dated June 7, 2007 will then apply. No seniority can be ported to district B until the employee's leave of absence is effective. Once ported, the teacher's seniority in district B cannot exceed a total of 1 year for the September 1, 2007 – June 30, 2008 school year.

The porting of seniority and sick leave only applies to seniority and sick leave accrued with the provincial BCTF bargaining unit. The porting of seniority and sick leave is not applicable to seniority accrued in a separate bargaining unit or in a separate BCTF bargaining unit.

Signed this 26th day of March, 2020

Revised with housekeeping 28th day of October, 2022

* Note: effective November 30, 2022, initiation of sick leave and seniority verification process was increased from 90 days to 120 days.

LETTER OF UNDERSTANDING No. 8

**BETWEEN
BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
AND
BRITISH COLUMBIA TEACHERS' FEDERATION**

Re: Article C.2 – Porting of Seniority – Laid off Teachers who are Currently on the Recall List

The following letter of understanding is meant to clarify the application of Article C.2.2 of the provincial Collective Agreement with respect to the situation where a laid off teacher on recall in district A obtains a continuing appointment in district B, i.e., while holding recall rights in one (1) district obtains a continuing appointment in a second district. Should this specific situation occur, the following application of Article C.2.2 shall apply:

1. Laid off teacher holding recall rights in one school district may port up to twenty (20) years of seniority to a second school district when they secure a continuing appointment in that second school district.
2. Such ported seniority must be deducted from the accumulation in the previous school district for all purposes except recall; for recall purposes only, the teacher retains the use of the ported seniority in their previous district.
3. If the recall rights expire or are lost, the ported seniority that was deducted from the accumulation in the previous school district will become final for all purposes and would be treated the same way as if the teacher had ported their seniority under normal circumstances. No additional seniority from the previous school district may be ported.
4. If the teacher accepts recall to a continuing appointment in the previous district, only the ported amount of seniority originally ported can be ported back, i.e., no additional seniority accumulated in the second school district can be ported to the previous school district.
5. The ability to port while on layoff/recall is limited to a transaction between two districts and any subsequent porting to a third district can only occur if the teacher terminates all employment, including recall rights with the previous school district.
6. Consistent with Irene Holden's previous awards on porting, implementation of this letter of understanding is meant to be on a prospective basis and is not intended to

undo any previous staffing decision with the understanding that anomalies could be discussed between the parties.

7. This letter of understanding in no way over-rides any previous local provisions currently in effect which do not permit a teacher maintaining recall rights in one district while holding a continuing position in another school district.

The following examples are intended to provide further clarification:

Example 1

A Teacher has 3 years of seniority in district “A” has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. This teacher after working 1 year in district “B” accepts recall to a continuing appointment in district “A”. Only 3 years of seniority would be ported back to district “A” and for record keeping purposes, the teacher’s seniority record in district “B” would be reduced from 4 years down to 1 year.

Example 2

A Teacher has 3 years of seniority in district ‘A” has been laid off with recall rights. While still holding recall rights in district “A”, the teacher secures a continuing appointment in district “B”. Once ported, this teacher would have 3 years seniority in district “B”, 3 years of seniority in district “A” for recall purposes only and 0 years of seniority in district “A” for any other purposes. After working 2 years in school district “B” this teacher’s recall rights in school district “A” are lost. No further seniority can be ported from district “A” to district “B” and for record keeping purposes, the teacher’s seniority record in district “A” would be zero for all purposes.

Original signed March 26, 2020

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING No. 9

BETWEEN:

BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

AND

BRITISH COLUMBIA TEACHERS' FEDERATION

Re: Provincial Extended Health Benefit Plan

1. The Provincial Extended Health Benefit Plan as provided for under Article B.11.1 is as set out in Appendix A to this Letter of Understanding.
2. The Provincial Extended Health Benefit Plan may only be amended or altered by agreement of BCPSEA and the BCTF.
3. The carrier/insurer for the Provincial Extended Health Benefit Plan may only be changed with prior consultation between BCPSEA and the BCTF.

The consultation process will be consistent with the 2012 process. In the event of a dispute in the selection/change of the carrier/insurer, the matter shall be referred to Mark Brown, or an agreed-upon alternative, to be dealt with on an expedited basis.

This provision covers any district or local that is part of the Provincial Extended Health Benefit Plan.

4. Any efficiencies or cost reductions achieved as a direct result of the establishment of the Provincial Extended Health Benefit Plan will be used to further enhance the Provincial Extended Health Benefit Plan.
5. The Provincial Extended Health Benefit plan does not include a medical referral travel plan (a "MRTP"). However, any school district that elects to participate in the Provincial Extended Health Benefit Plan and currently has a MRTP will continue to provide a MRTP.
6. Where the local union elects not to participate in the Provincial Extended Health Benefit Plan, the school district will continue to provide the existing extended health benefit plan between the parties.

7. As of September 1, 2022, local unions representing all members in the following school districts have voted against joining the Provincial Extended Health Benefit Plan:
 - a. Vancouver Teachers' Federation [VSTA, VEAES]¹ / SD No. 39 (Vancouver)
 - b. Coquitlam Teachers' Association / SD No. 43 (Coquitlam)
8. The local unions representing all members in the school districts in paragraphs 7.a and 7.b may elect to join the Provincial Extended Health Benefit Plan at any time during the term of the Collective Agreement.

Signed this 26th day of November, 2012

Revised with housekeeping 28th day of October, 2022

¹ The references to VSTA and VEAES represent internal union organization. The reference to the Vancouver Teachers' Federation is for Collective Agreement matters.

Appendix A to Letter of Understanding No. 9

Benefit Provision	Provincial Extended Health Benefit Plan
Reimbursement	80% until \$1,000 paid per person, then 100%
Annual Deductible	\$50 per policy
Lifetime Maximum	Unlimited
Coverage Termination	June 30 th following an employee attaining age 75, or upon earlier retirement.
Prescription Drugs	
Drug Formulary	Blue Rx
Pay-Direct Drug Card	Yes
Per Prescription Deductible	\$0
Sexual Dysfunction	Covered
Oral Contraceptives	Covered
Fertility	\$20,000 Lifetime Maximum
Medical Services and Supplies	
Medi-Assist	Included
Out-of-province emergency medical	Covered
Ambulance	Covered
Hospital	Private/Semi-Private
Private Duty Nursing (including In-home)	\$20,000 per year
Miscellaneous Services and Supplies (subject to reasonable and customary limits as defined by Pacific Blue Cross)	Covered Note: Coverage includes Dexcom Continuous Glucose Monitor

Medical Services and Supplies continued	
Hearing aids	\$3,500 per 48 months
Orthopedic shoes	\$500 per year
Orthotics	\$500 per year
Vision Care	
Maximum	\$550 per 24 months
Eye exams per 24 months	1 per 24 months*
Prescription Sunglasses	Included in Vision Maximum
Paramedical Services	
Naturopath	\$900 per year
Chiropractor	\$900 per year; effective January 1, 2023: \$1,000
Massage therapist	\$900 per year; effective January 1, 2023: \$1,000
Physiotherapist	\$900 per year; effective January 1, 2023: \$1,000
Counselling Services	\$900 per year; effective January 1, 2023: \$1,200
Speech therapist	\$800 per year
Acupuncturist	\$900 per year; effective January 1, 2023: \$1,000
Podiatrist/Chiropodist	\$800 per year

* Eye exams are subject to Pacific Blue Cross *Reasonable and Customary* limits.

LETTER OF UNDERSTANDING No. 10

BETWEEN:

BOUNDARY TEACHERS' ASSOCIATION

AND

THE BRITISH COLUMBIA TEACHERS' FEDERATION

AND

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO.51 (BOUNDARY)

AND

THE BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION

Re: Recruitment and Retention for Teachers at Beaverdell and Big White Elementary Schools

For the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013 – the Board of Education School District No. 51 (Boundary) shall pay the Recruitment and Retention Allowance as per Letter of Understanding No. 5, including the additional percentage increase to salary grid as applied in this Letter of Understanding, to eligible teachers at Big White Elementary School and Beaverdell Elementary School, such that they receive the same benefits under this LoU as other teachers in SD No. 51 (Boundary).

The Boundary Teachers' Association agrees that the provisions of Article B.26.b (Posts of Special Responsibility – Allowances – French/Russian Language Program) and Article G.37 (Early Retirement Incentive Plan) will be suspended for the period of July 1, 2013 to the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

This Letter of Understanding is without precedent and prejudice to any other school district.

This Letter of Understanding will expire upon the expiry of the Provincial Collective Agreement which commences on July 1, 2013.

Signed this 11th day of April, 2013.

Renewed with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 11

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)**

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Article C.4 TTOC Employment – TTOC Experience Credit Transfer within a District

The purpose of this letter of understanding is to address situations within a single district where a temporary/continuing teacher is also currently a Teacher Teaching on Call (TTOC) or in the past has been a TTOC.

Teachers described above accrue experience for the purpose of increment advances under two (2) separate Collective Agreement provisions (silos), i.e., within a district, the employee triggers increments under Article C.4 for TTOC experience accrued and may also trigger increments under the applicable previous local agreement increment language for temporary/continuing experience accrued.

In order to allow a TTOC the opportunity to transfer, within a district, their TTOC experience earned under Article C.4 (new provision effective September 19, 2014) towards that of the applicable previous local Collective Agreement increment language for continuing and/or temporary employees, the parties agree to the following:

1. This option can only be exercised where in a single district a temporary/continuing teacher is also currently a TTOC or in the past has been a TTOC in the same district.
2. This agreement only applies to TTOC experience earned under Article C.4 since September 19, 2014 in that district.
3. This agreement only applies to a transfer within a district. This agreement is in no way applicable to a transfer of experience or recognition of experience between districts.
4. The transfer of experience credit can only be transferred one way; from that of TTOC experience earned under Article C.4 to that of the temporary/continuing previous local agreement increment provision, i.e., it cannot be transferred for any reason from that of temporary/continuing to that of a TTOC.
5. Transfers can only be made in whole months.
6. For the purpose of transfer, 17 FTE days of TTOC experience credit will equal/be converted to one month of experience credit.

7. Should the teacher choose the option to transfer, transfers must be for the entire amount of TTOC experience in their Article C.4 bank on the deadline date for notice, i.e., with the exception of any leftover days remaining (1 – 16 days) after the whole month conversion calculation is made, no partial transfer of TTOC experience are permitted. (See example below).
8. Once transferred, the previous local Collective Agreement increment provisions for temporary/continuing employees (including effective date of increment) will apply to the TTOC experience transferred.
9. Transfers can only occur and take effect twice a year (August 31 and December 31).
10. For a transfer to occur effective August 31st, written notice from the employee to transfer must be received by the district no later than June 30th of the preceding school year (see attached form A). This transfer would only include the TTOC experience accrued up until June 30th of the preceding school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4.
11. For a transfer to occur effective December 31st, written notice from the employee to transfer must be received by the district no later than November 15th of the school year (see attached form B). This transfer would only include the TTOC experience accrued up until November 15th of the school year. Once written notice is received from the teacher to transfer the TTOC experience that decision is final and under no circumstances will the experience be transferred back to C.4. (See attached form B)
12. This agreement takes effect on the signatory date signed below.

Example:

1. On June 1, 2015, Teacher A provides written notice to the district that they would like to transfer their Article C.4 TTOC experience that they will have accrued up until June 30, 2015 (in terms of closest equivalent month) to their temporary/continuing previous local agreement increment experience bank.
2. On June 30, 2015, Teacher A has 70 TTOC days of experience accrued under Article C.4.
3. On August 31, 2015, 4 months of experience would be transferred to their experience bank under the applicable previous local Collective Agreement increment language for continuing and/or temporary employees and 2 days of TTOC experience would remain in their TTOC bank under Article C.4. (70 divided by 17 = 4 whole months, with 2 days remaining)
4. Effective August 31, 2015, the previous local Collective Agreement increment language for temporary/continuing employees would then apply to the 4 months of experience that was transferred.

Signed this 22nd day of April, 2015

Revised with housekeeping 28th day of October, 2022

TEACHER NOTICE: LOU 11 – TTOC EXPERIENCE TRANSFER REQUEST – FORM A

Re: August 31st transfers for TTOC experience accrued up to and including June 30th

This constitutes my written notice under LOU No. 11 of the Collective Agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including June 30, _____) to that of the applicable previous local Collective Agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective August 31, _____.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

Teacher Signature

Date signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than June 30th of the preceding school year for a transfer for TTOC experience credits earned up to and including June 30th to take effect on August 31st of the following school year.

TEACHER NOTICE: LOU 11 - TTOC EXPERIENCE TRANSFER REQUEST - FORM B

Re: December 31st transfers for TTOC experience accrued up to and including November 15th

This constitutes my written notice under LOU No. 11 of the Collective Agreement that I, _____ wish to transfer my eligible TTOC experience credits earned under Article C.4 (up to and including November 15, _____) to that of the applicable previous local Collective Agreement increment language for continuing and/or temporary employees. Transfer of these experience credits shall take place and be effective December 31, _____.

I understand that once I submit this application to the employer, this decision to transfer is final and cannot be reversed.

Teacher Signature

Date Signed

District Receipt Confirmed

Date of Receipt

Please Note: This written notice must be provided by the teacher and received by the district no later than November 15th of the school year for a transfer for TTOC experience credits earned up to and including November 15th to take effect on December 31st of the same school year.

LETTER OF UNDERSTANDING NO. 12

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)**

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

**Re: Agreement Regarding Restoration of Class Size, Composition, Ratios and
Ancillary Language**

WHEREAS the Parties acknowledge that, as a result of the majority of the Supreme Court of Canada, adopting Justice Donald's conclusion that the *Education Improvement Act* was unconstitutional and of no force or effect, that the BCPSEA – BCTF Collective Agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* are restored.

AND WHEREAS the Parties further acknowledge that the Supreme Court of Canada's decision triggered Letter of Understanding No. 17 to the 2013 – 2019 BCPSEA – BCTF Provincial Collective Agreement which required the Parties to re-open Collective Agreement negotiations regarding the Collective Agreement provisions that were restored by the Supreme Court of Canada.

AND WHEREAS the Parties further acknowledge that Letter of Understanding No.17 required an agreement “regarding implementation and/or changes to the restored language”.

AND WHEREAS this Letter of Understanding has been negotiated pursuant to the Letter of Understanding No. 17 fully and finally resolves all matters related to the implementation of the Supreme Court of Canada's Decision. As such, the Parties acknowledge that the re-opener process set out in Letter of Understanding No. 17 has been completed.

THEREFORE THE PARTIES AGREE THAT:

I. IMPLEMENTATION OF THIS LETTER OF UNDERSTANDING

Shared Commitment to Equitable Access to Learning

1. All students are entitled to equitable access to learning, achievement and the pursuit of excellence in all aspects of their education. The Parties are committed to providing all students with special needs with an inclusive learning environment which provides an opportunity for meaningful participation and the promotion of interaction with others. The implementation of this Letter of Understanding shall not result in any student being denied access to a school educational program, course, or inclusive learning environment unless the decision is based on an assessment of the student's individual needs and abilities.

Schedule "A" of All Restored Collective Agreement Provisions

2. The Parties have developed a Schedule of BCPSEA-BCTF Collective Agreement provisions that were deleted by the *Public Education Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* ("the restored Collective Agreement provisions") that will be implemented pursuant to this Letter of Understanding. This Schedule is attached to this Letter of Understanding as Schedule "A".

Agreement to be Implemented

3. School staffing will be subject to the terms and this Letter of Understanding, comply with the restored Collective Agreement provisions that are set out in Schedule "A".

II. NON-ENROLLING TEACHER STAFFING RATIOS

4. All language pertaining to learning specialists shall be implemented as follows:
 - A. The minimum district ratios of learning specialists to students shall be as follows (except as provided for in paragraph 4(B) below):
 - i. Teacher librarians shall be provided on a minimum pro-rated basis of at least one teacher librarian to seven hundred and two (702) students;
 - ii. Counsellors shall be provided on a minimum pro-rated basis of at least one counsellor to six hundred and ninety-three (693) students;

- iii. Learning assistance teachers shall be provided on a minimum pro-rated basis of at least one learning assistance teacher to five hundred and four (504) students;
 - iv. Special education resource teachers shall be provided on a minimum pro-rated basis of at least one special education resource teacher to three hundred and forty-two (342) students;
 - v. English as a second language teachers (ESL) shall be provided on a minimum pro-rated basis of at least one ESL teacher per seventy-four (74) students.
- B. For the purpose of posting and /or filling FTE, the Employer may combine the non-enrolling teacher categories set out in paragraph 4 (A) (iii) - (v) into a single category. The Employer will have been deemed to have fulfilled its obligations under paragraphs 4 (A) (iii) – (v) where the non-enrolling teacher FTE of this single category is equivalent to the sum of the teachers required from categories 4 (A) (iii)-(v).
- C. Where a local Collective Agreement provided for services, caseload limits, or ratios additional or superior to the ratios provided for in paragraph 4 (A) above – the services, caseload limits or ratios from the local Collective Agreement shall apply. (Provisions to be identified in Schedule “A” to this Letter of Understanding).
- D. The aforementioned employee staffing ratios shall be based on the funded FTE student enrolment numbers as reported by the Ministry of Education.
- E. Where a non-enrolling teacher position remains unfilled following the completion of the applicable local post and fill processes, the local parties will meet to discuss alternatives for utilizing the FTE in another way. Following these discussions the Superintendent will make a final decision regarding how the FTE will be deployed. This provision is time limited and will remain in effect until the renewal of the 2022-2025 BCPSEA – BCTF provincial Collective Agreement. Following the expiration of this provision, neither the language of this provision nor the practice that it establishes regarding alternatives for utilizing unfilled non-enrolling teacher positions will be referred to in any future arbitration or proceeding.

III. PROCESS AND ANCILLARY LANGUAGE

5. Where the local parties agree they prefer to follow a process that is different than what is set out in the applicable local Collective Agreement process and ancillary provisions, they may request that the Parties enter into discussions to amend those provisions. Upon agreement of the Parties, the amended provisions would replace the process and ancillary provisions for the respective School District and local union.
(Provisions to be identified in Schedule “A” to the Letter of Understanding).

IV. CLASS SIZE AND COMPOSITION

PART 1: CLASS SIZE PROVISIONS

6. The BCPSEA – BCTF Collective Agreement provisions regarding class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented as set out below:

Class Size Provisions: K - 3

The size of primary classes shall be limited as follows:

- A. Kindergarten classes shall not exceed 20 students;
 - B. Grade 1 classes shall not exceed 22 students;
 - C. Grade 2 classes shall not exceed 22 students;
 - D. Grade 3 classes shall not exceed 22 students.
7. Where there is more than one primary grade in any class with primary students, the class size maximum for the lower grade shall apply.
 8. Where there is a combined primary/intermediate class, an average of the maximum class size of the lowest involved primary grade and the maximum class size of the lowest involved intermediate grade will apply.

K-3 Superior Provisions to Apply

9. For primary and combined primary/intermediate classes where the restored Collective Agreement provisions provide for superior class size provisions beyond those listed in paragraphs 6 through 8 above, the superior provisions shall apply. [Provisions to be identified in Schedule “A” to this Letter of Understanding].

Class Size Language: 4-12

10. The BCPSEA-BCTF Collective Agreement provisions regarding Grade 4–12 class size that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented.

PART II – CLASS COMPOSITION PROVISIONS

Implementation of Class Composition Language

11. The BCPSEA-BCTF Collective Agreement provisions regarding class composition that were deleted by the *Public Education and Flexibility and Choice Act* in 2002 and again in 2012 by the *Education Improvement Act* will be implemented. The Parties agree that the implementation of this language shall not result in a student being denied access to a school, educational program, course, or inclusive learning environment unless this decision is based on an assessment of the student’s individual needs and abilities.
12. The parties agree that the August 28, 2019 Jackson Arbitration on *Special Education Designations* is binding on the parties and that Arbitrator Jackson maintains jurisdiction on the implementation of the award.

PART III: CLASS SIZE AND COMPOSITION COMPLIANCE AND REMEDIES

Efforts to Achieve Compliance: Provincial Approach

13. The Parties agree that paragraphs 14-16 of this agreement establish a provincial approach regarding the efforts that must be made to comply with the class size and composition provisions set out in Schedule “A” to this agreement and the remedies that are available where non-compliance occurs. This provincial approach applies to all School Districts and replaces all restored Collective Agreement provisions related to compliance and remedies for class size and composition. For clarity, the restored Collective Agreement compliance and remedy provisions that are replaced by this provincial approach are identified in Schedule “A” to this Letter of Understanding. The Parties commit to reviewing this provincial approach in the 2022 round of negotiations.

Best Efforts to Be Made to Achieve Compliance

14. School Districts will make best efforts to achieve full compliance with the Collective Agreement provisions regarding class size and composition. Best efforts shall include:
- A. Re-examining existing school boundaries;
 - B. Re-examining the utilization of existing space within a school or across schools that are proximate to one another;
 - C. Utilizing temporary classrooms;
 - D. Reorganizing the existing classes within the school to meet any class composition language, where doing so will not result in a reduction in a maximum class size by more than:
 - five students in grades K-3;
 - four students for secondary shop or lab classes where the local class size limits are below 30, and;
 - six students in all other grades.

These class size reductions shall not preclude a Superintendent from approving a smaller class.

Note: For the following School Districts, class sizes for K-1 split classes will not be reduced below 14 students:

- School District 10 (Arrow Lakes)
 - School District 35 (Langley)
 - School District 49 (Central Coast)
 - School District 67 (Okanagan-Skaha)
 - School District 74 (Gold Trail)
 - School District 82 (Coast Mountain)
 - School District 85 (Vancouver Island North)
- E. Renegotiating the terms of existing lease or rental contracts that restrict the School District's ability to fully comply with the restored Collective Agreement provisions regarding class size and composition;
 - F. Completing the post-and-fill process for all vacant positions.

Non-Compliance

15. Notwithstanding paragraph 14, the Parties recognize that non-compliance with class size and composition language may occur. Possible reasons for non-compliance include, but are not limited to:
- compelling family issues;
 - sibling attendance at the same school;
 - the age of the affected student(s);
 - distance to be travelled and/or available transportation;
 - safety of the student(s);
 - the needs and abilities of individual student(s);
 - accessibility to special programs and services;
 - anticipated student attrition;
 - time of year;
 - physical space limitations;
 - teacher recruitment challenges.

Remedies for Non-Compliance

16. Where a School District has, as per paragraph 14 above, made best efforts to achieve full compliance with the restored Collective Agreement provisions regarding class size and composition, but has not been able to do so:

A. For classes that start in September, the District will not be required to make further changes to the composition of classes or the organization of the school after September 30 of the applicable school year. It is recognized that existing “flex factor” language that is set out in the restored Collective Agreement provisions will continue to apply for the duration of the class.

For classes that start after September, the District will not be required to make further changes to the composition of classes or the organization of schools after 21 calendar days from the start of the class. It is recognized that existing “flex factor” language that is set out in the restored Collective Agreement provisions will continue to apply for the duration of the class.

B. Teachers of classes that do not comply with the restored class size and composition provisions will become eligible to receive a monthly remedy for non-compliance effective October 1st (or 22 calendar days from the start of the class) as follows:

$$(V) = (180 \text{ minutes}) \times (P) \times (S1 + S2)$$

V = the value of the additional compensation;

P = the percentage of a full-time instructional month that the teacher teaches the class;

S1 = the highest number of students enrolled in the class during the month for which the calculation is made minus the maximum class size for that class;

S2 = the number of students by which the class exceeds the class composition limits of the Collective Agreement during the month for which the calculation is made;

Note: If there is non-compliance for any portion of a calendar month the remedy will be provided for the entire month. It is recognized that adjustments to remedies may be triggered at any point during the school year if there is a change in S1 or S2.

C. Once the value of the remedy has been calculated, the teacher will determine which of the following remedies will be awarded:

- i) Additional preparation time for the affected teacher;
- ii) Additional non-enrolling staffing added to the school specifically to work with the affected teacher's class;
- iii) Additional enrolling staffing to co-teach with the affected teacher;
- iv) Other remedies that the local parties agree would be appropriate.

In the event that it is not practicable to provide the affected teacher with any of these remedies during the school year, the local parties will meet to determine what alternative remedy the teacher will receive.

Dated this 26th day of March 2020.

Revised with housekeeping 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 13

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)**

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Committee to Discuss Indigenous Peoples Recognition and Reconciliation

The provincial parties commit to building respectful, productive, and meaningful relationships with Indigenous groups.

The parties agree to establish a committee within two (2) months of the conclusion of 2022 provincial bargaining (or other period as mutually agreed to).

The committee shall be comprised of up to three (3) representatives appointed by the BCTF and up to three (3) representatives appointed by BCPSEA, unless mutually agreed otherwise.

Representatives from the First Nations Education Steering Committee (FNESC), and other organizations as agreed to by the parties, will be invited to participate. The scope of participation and scheduling of these representatives will be by mutual agreement of the parties.

The committee will:

1. Discuss ways that the parties can support:
 - a. *Declaration on the Rights of Indigenous Peoples Act* and specifically, the education commitments of the Declaration Act Action Plan;
 - b. Truth and Reconciliation Commission of Canada: Calls to Action

2. Review the Collective Agreement to identify ways to support the recruitment and retention of Indigenous teachers. The committee may mutually recommend to the provincial parties potential changes to the Collective Agreement.

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 14

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)**

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Cultural Leave for Aboriginal Employees

Employees in School Districts No. 61 (Greater Victoria), No. 64 (Gulf Islands), No. 85 (Vancouver Island North), No. 92 (Nisga'a), and No. 93 (Conseil Scolaire Francophone de la Colombie-Britannique) who have leaves in excess of those provided for in G. 11 *Cultural Leave of Aboriginal Employees* shall maintain those leaves.

For clarification, the new leave provisions of Article G.11 are not in addition to the current provisions contained in local Collective Agreements.

Signed this 26th day of March, 2020

LETTER OF UNDERSTANDING NO. 15

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)**

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Structural Review Committees

1. Tri-partite sub-committee to review the split-of-issues

Further to Mediator Schaub's recommendation in his June 7, 2021 Section 53 Report, the parties agree to establish a sub-committee to review the split-of-issues between Provincial Matters and Local Matters.

The sub-committee will consist of equal representation from Provincial Government, BCPSEA, and BCTF. There will be no more than three (3) representatives from each party.

The sub-committee will commence within three (3) months of the conclusion of the 2022 provincial bargaining process.

The committee will provide their agreed to recommendations to the appropriate Ministers of the Provincial Government and their respective parties within two (2) months of their first meeting, or another period mutually agreed to.

2. Review of local bargaining trial procedure

The parties agree to review the 2022 Local Bargaining Procedure within six (6) months of the completion of the 2022 round of provincial collective bargaining, or another period as mutually agreed to by the provincial parties.

The parties may make determinations about an extension of the Procedure without prejudice to either party's ability to raise Letter of Understanding No. 1 *Re: Designation of Provincial and Local Matters* in provincial collective bargaining.

A committee of not more than three (3) BCPSEA and three (3) BCTF representatives will complete the review. The committee will conclude its work within two (2) months of the first meeting date, or another period as mutually agreed.

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 16

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)**

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Benefits Improvements

1. The parties agree to benefits improvements to the standardized Provincial Extended Health Benefits Plan in the following amounts, effective January 1, 2023:
 - a. add registered clinical counsellors and registered social workers to the existing Psychologist coverage and increase the combined total to \$1200 per year;
 - b. in Appendix A to LOU #9 (Re: Provincial Extended Health Benefit Plan), rename the grouping of “Psychologist” coverage to “Counselling Services”;
 - c. include coverage for the Dexcom Continuous Glucose Monitor;
 - d. increase Chiropractic coverage to \$1000;
 - e. increase Massage Therapist coverage to \$1000;
 - f. increase Physiotherapist coverage to \$1000; and
 - g. increase Acupuncturist coverage to \$1000.
2. The parties further agree to enter into discussion around the allocation of:
 - a. Effective July 1, 2023 \$1,500,000 of ongoing money
 - b. Effective July 1, 2024 an additional \$2,000,000 of ongoing money

The allocation of benefits improvement funding may include the standardized provincial extended health plan, local dental plan provisions, and local dental plan levels of minimum coverage.

3. The parties will conclude benefit improvement discussion by no later than April 30, 2023.

Signed this 28th day of October, 2022

LETTER OF UNDERSTANDING NO. 17

BETWEEN

**BRITISH COLUMBIA PUBLIC SCHOOL EMPLOYERS' ASSOCIATION
(BCPSEA)**

AND THE

BRITISH COLUMBIA TEACHERS' FEDERATION (BCTF)

Re: Employment Equity – Groups That Face Disadvantage

The parties support building a public education system workforce which reflects community diversity.

The parties recognize that Boards of Education may identify within their workforce the need to support groups who face disadvantage as recognized by the Office of the Human Rights Commissioner (e.g. racialized people, people with disabilities/disabled people, LGBTQ2S+ people, etc.).

The parties therefore agree that:

1. They will encourage and assist boards of education, with the support of the local teachers' unions, to make application to the Office of the Human Rights Commissioner (under section 42 of the *Human Rights Code*) to obtain approval for a "special program" that would serve to attract and retain employees from groups who face disadvantage.
2. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the group(s) the special program is intended to attract and retain.
3. They will encourage boards of education to consult with the local teachers' unions regarding the identification of the position(s) to which the special program application should apply. The parties recognize that a special program application may be in relation to a specific position or program, or an overall hiring objective.
4. They will encourage and assist boards of education and local teachers' unions to include in applications to the Office of the Human Rights Commissioner a request to grant:
 - a. priority hiring rights to applicants from groups who face disadvantage; and

- b. priority in the post and fill process for employees from groups who face disadvantage.

- 5. In conjunction with LOU No. 4, the provincial parties will jointly:
 - a. develop communications and training which will support the application for and implementation of special programs in districts; and
 - b. develop an Implementation Guide to share with boards of education and local teachers' unions.

Signed this 28th day of October, 2022

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